

MASTER DEED

for

COVENANT TOWERS

Horizontal Property Regime

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Myrtle Beach Retirement Group, Inc., having its principal office at Myrtle Beach, County of Horry, State of South Carolina, herein-after referred to as the GRANTOR, as the sole owner in fee-simple of the land and improvements hereinafter described, does hereby make, declare and publish its intention and desire to submit, and does hereby submit, the lands and buildings herein below described (Phase I), together with all other improvements thereon, including all easements, rights and appurtenances thereto belonging, to a Horizontal Property Regime (sometimes termed "condominium" ownership to be known as Covenant Towers, a Horizontal Property Regime) in the manner provided for by Sections 27-31-10 through 27-31-300 (both inclusive) of Chapter 31 entitled "Horizontal Property Act of the 1976 Code of Laws of South Carolina" as amended. In conformity with Sections 27-31-30 and 27-31-100 of said Act, the Grantor sets forth the following Particulars:

I.

The lands which are hereby submitted to the Horizontal Property Regime are described as follows:

ALL AND SINGULAR, all that certain piece, parcel or lot of land containing 4.90 acres, more or less, shown as Phase I on a survey by Robert L. Bellamy & Associates, Inc., dated August 28, 1985, and revised January 14, 1986, entitled, "Map of the West Living Tower & the Support Building for Covenant Towers located on the Northwest side of The Old Little River Road Near Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina" recorded in the office of the Clerk of Court for Horry County, in Plat Book 89 at Page 145. The property is described by metes and bounds as follows: COMMENCING at a corner on the margin of Little River Road common to Benton Park Subdivision N 40° 44' W 1003' to a point; thence N 45° 34' E 144.47' to a point; thence S 71° 45' E 502.16' to a point; thence N 8° 15' E 99' to a point; thence S 71° 45' E 65' to a point; thence N 82° 15' E 162' to a point; thence N 52° 09' 19" W 69.18' to a point; thence N 26° 45' W 173' to a point; thence S 81° 15' W 75' to a point; thence S 8° 45' E 62.00' to a point; thence S 74° 45' E 139.65' to a point on the margin of Little River Road; thence S 34° 34' W 234.21' to the point of beginning.

II.

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Annexed hereto and expressly made a part hereof, as Exhibit A, is a plot plan showing the location of the buildings and other improvements, a set of floor plans of the buildings which show graphically the dimensions, area and location of each dwelling therein and the dimensions, area, and location of COMMON ELEMENTS and LIMITED COMMON ELEMENTS affording access to each DWELLING. Each DWELLING is identified by specific number on said Exhibit A, and no DWELLING bears the same designation as any other DWELLING. Exhibit A is also recorded as a separate condominium plat in the public records of aforesaid Horry County, maintained by the Clerk of Court.

III.

ADDITIONAL PHASE AND EASEMENTS THEREFOR

In addition to the lands with improvements thereon in Phase I the grantor intends to complete construction of additional DWELLINGS on property contiguous or near to the property described in Paragraph I herein. The additional properties shall be referred to as "Phase II". In the event the grantor exercises its right and option to add Phase II, the property of said phases will become an integral part of Covenant Towers Horizontal Property Regime once appropriate amendments to this Master Deed have been filed as hereinafter provided. Phase II, if constructed and submitted, shall contain one building containing an aggregate of eighty (80) DWELLINGS having similar design as those DWELLINGS located in Phase I. Further, there is reserved by the Grantor, for itself, its successors or assigns, in, over, across, under and upon the properties shown as Phase I rights of ingress and egress necessary and convenient for the construction of Phase II which such easements shall remain in full force and effect for such time as the Grantor retains the option of submitting the additional Phase to the Regime.

The grantor hereby reserves unto itself, its successors or assigns, the right and option, to be exercised at its sole discretion, to submit Phase II property to the provisions of this Master Deed, thereby causing Phase II to become and be a part of Covenant Towers Horizontal Property Regime. The grantor may elect to exercise this right or option for Phase II no later than February 5, 1996. Phases II shall be added only upon execution by the grantor, its successors or assigns, within the time specified herein, of an amendment or amendments to this Master Deed which shall be filed for record in the Office of the Clerk of Court for Horry County, South Carolina. Any such amendment shall expressly submit the Phase II property, to all of the provisions of this Master Deed and By-Laws of Covenant Towers Horizontal Property Regime, such By-Laws made a part hereof as either or both may be amended. Upon the exercise, if any, of this right or option, the provisions of this Master Deed and all exhibits hereto shall then be construed and understood as embracing Phase I (the basic "property" herein defined) and the additional Phase II, together with all improvements then or thereafter constructed. Should the grantor fail to exercise its right or option within the time specified herein, then in that event, said option shall expire and be of no further force or effect.

The right of grantor to submit an additional Phase may be assigned by grantor subject to all the provisions of this Master Deed.

The Grantor, for itself, its successors and assigns, herein and hereby reserves all easements over, in, under and across Phase I

which may be necessary or convenient for the construction of the said Phases II for as long as the Grantor retains the right to submit Phases II.

See Article XXVII below with respect to additional provisions regarding Phase II assessments. Phase II DWELLINGS shall be entitled to votes and membership in the Association immediately upon the filing of said Amendment submitting Phase II.

Phases II must be located on property contiguous or adjacent to the property submitted to Phase I of this horizontal property regime as described in paragraph I herein.

#### IV.

##### NO REPRESENTATION AS TO FUTURE PHASE

The Grantor shall be under no obligation to construct or submit Phase II. The construction and submission of Phase II shall be at the sole option of the Grantor. Phase II shall be depicted on a separate map or plat showing the boundaries of the Phase and the location thereon of all improvements, amenities, parking, etc. Phase I and Phase II, if constructed and submitted, shall constitute the entirety of the Regime and the Regime, the Association and the owners of DWELLINGS shall not acquire any rights as to any properties not depicted thereon.

The "Site Plan", "Floor Plans", "Piling Plan", and all other exhibits attached hereto, incorporated herein and/or associated herewith which depict or refer to Phase II which has not been made a part hereof by amendment as herein provided shall be of no force or effect until Phase II has been incorporated herein by amendment. No such "Site Plan", etc. shall constitute a warranty or representation that Phase II will be constructed or submitted and that any amenity not shown on the Phase I actually constructed and submitted is or will be constructed or submitted. Until such time as Phase II may be added by amendment as herein required, all real estate upon which Phase II may be added may be used for any lawful purpose by the owner thereof.

#### V.

##### DWELLINGS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The CONDOMINIUM consists of DWELLINGS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS as said terms are hereinafter defined.

DWELLINGS, as the term is used herein, shall mean and comprise the eighty (80) separate and numbered DWELLING Units which are designated in Exhibit B to this Master Deed, excluding, however, all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the ceilings of each Dwelling Unit, and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior loadbearing walls and/or unfinished bearing partitions, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to DWELLINGS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS.

COMMON ELEMENTS, as the term is used herein, shall mean and comprise all of the real property, improvements and facilities of the CONDOMINIUM other than the DWELLINGS, as same are hereinabove defined, and shall include easements through DWELLINGS for conduits,

pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to DWELLINGS, COMMON ELEMENTS and other LIMITED COMMON ELEMENTS and easements of support in every portion of a DWELLING which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such DWELLINGS.

LIMITED COMMON ELEMENTS, as the term is used herein shall mean and comprise the following: (A) The surface areas, railing and/or walls of all balconies accessible by normal means solely from the DWELLING, (including fences and railings) immediately adjacent to the DWELLING, and all storage closets opening directly and only onto such patio or balcony; (B) All non-load bearing interior walls and material, including, but not limited to, studs, sheetrock, plywood or brick, attached to or on the inside surface of load-bearing walls and perimeter walls, floors and ceilings of the DWELLINGS; (C) All doors, windows, screens ventilation fans and vents located entirely within the DWELLING or in the perimeter walls, floors or ceilings thereof; (D) All air handling units and all water, power, telephone, electricity, plumbing, gas and sewage lines located in the DWELLING: provided, however, that the portion of said lines located in a common compartment for, or installation of, such lines shall be COMMON ELEMENTS as described above.

#### VI.

##### OWNERSHIP OF DWELLINGS AND APPURTENANT INTEREST IN COMMON ELEMENTS

Each DWELLING shall be conveyed and treated as an individual property capable of independent use and fee-simple ownership, and the owner or owners of each DWELLING shall own, as an appurtenance to the ownership of each said DWELLING, an undivided interest in the COMMON ELEMENTS, the undivided interest appurtenant to each said DWELLING being that which is hereinafter specifically assigned thereto. The percentage of undivided interest in the COMMON ELEMENTS assigned to each DWELLING shall not be changed except with the unanimous consent of all of the owners of all of the DWELLINGS, and except as provided in Paragraphs III and with regard to the amendments of this Master Deed to admit the Phase II and any subsequent Phases as herein set forth. There shall also be appurtenant to each DWELLING the exclusive right to use of LIMITED COMMON ELEMENTS as same are more fully defined in Article V.

#### VII.

##### RESTRICTION AGAINST FURTHER SUBDIVIDING OF DWELLINGS AND SEPARATE CONVEYANCE OF APPURTENANT COMMON ELEMENTS, ETC.

No DWELLING may be divided or subdivided into a smaller Dwelling Unit or smaller Dwelling Units than as shown on Exhibit B attached hereto, nor shall any DWELLING, or portion thereof, be added to or incorporated into any other DWELLING. The undivided interest in the COMMON ELEMENTS and right as to LIMITED COMMON ELEMENTS declared to be an appurtenance to each DWELLING shall not be conveyed, devised, encumbered or otherwise dealt with separately from said DWELLING, and the undivided interest in COMMON ELEMENTS and right as to LIMITED COMMON ELEMENTS appurtenant to each DWELLING shall be deemed conveyed, devised, encumbered, or otherwise included with the DWELLING even though such undivided interest is not expressly mentioned or described in the instrument conveying,



devising, encumbering, or otherwise dealing with such DWELLING. Any conveyance, mortgage, or other instrument which purports to affect the conveyance, devise or encumbrance, or which purports to grant any right, interest or lien in, to, or upon, a DWELLING, shall be null, void and of no effect insofar as the same purports to affect any interest in a DWELLING and its appurtenant undivided interest in COMMON ELEMENTS and right as to LIMITED COMMON ELEMENTS, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire DWELLING. Any instrument conveying, devising, encumbering or otherwise dealing with any DWELLING which describes said DWELLING by the DWELLING Unit Number assigned thereto in Exhibit B without limitation or exception, shall be deemed and construed to affect the entire DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS and right as to LIMITED COMMON ELEMENTS. Nothing herein contained shall be construed as limiting or preventing ownership of any DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS and right as to LIMITED COMMON ELEMENTS by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety. Further, nothing contained herein shall be construed as limiting or preventing the grantor, its successors or assigns, from adding Phases II through VI as provided herein.

#### VIII.

##### CONDOMINIUM SUBJECT TO RESTRICTIONS, ETC.

The DWELLINGS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS shall be, and the same are hereby, declared to be subject to the restrictions, easements, conditions and covenants prescribed and established herein, governing the use of said DWELLINGS and COMMON ELEMENTS, and setting forth the obligations and responsibilities incident to ownership of each DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS, and said DWELLINGS and COMMON ELEMENTS are further declared to be subject to the restrictions, easements, conditions, and limitations now of record affecting the land and improvements of the CONDOMINIUM.

#### IX.

##### PERPETUAL NON-EXCLUSIVE EASEMENT IN COMMON ELEMENTS

The COMMON ELEMENTS shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of DWELLINGS in the CONDOMINIUM for their use and the use of their immediate families, guests, and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners of DWELLINGS. Notwithstanding anything above provided in this Article, Covenant Towers Homeowners Association, Inc., hereinafter identified, shall have the right to establish the rules and regulations pursuant to which the owner or owners of any DWELLING may be entitled to the exclusive use of any parking space or spaces. The easements herein granted shall be located in Phases I and Phase II, and, as to Phase II property, shall become automatically operative and enforceable by submission of Phase II to the regime even if not specifically referred to. Provided, further, that if the Board of Directors of said Association determines it to be in the best interest of all of the Co-owners, the Board of Directors may hereafter grant easements for the benefit of the Regime Property and the Co-owners. Each Co-owner, by the acceptance of the deed to his DWELLING does hereby grant to the Board of Directors an irrevocable power of attorney to execute and deliver and record for and in the name of each Co-owner such instruments as may be necessary and proper to the granting of such easements.

X.

EASEMENT FOR UNINTENTIONAL AND NON-  
NEGLIGENT ENCROACHMENTS

If any portion of the COMMON ELEMENTS now encroaches upon any condominium DWELLING or if any condominium DWELLING now encroaches upon any other condominium DWELLING or upon any portion of the COMMON ELEMENTS as a result of the construction or repair of any building or if any such encroachment shall occur hereafter as a result of settlement or shifting of any building or otherwise, a valid easement for the encroachment and for the maintenance of the same, so long as the building stands, shall exist. In the event any building, any condominium DWELLING, any adjoining condominium DWELLING, or any adjoining COMMON ELEMENT shall be partially or totally destroyed as the result of fire or other casualty or as the result of condemnation or eminent domain proceedings and the reconstructed encroachments of parts of the COMMON ELEMENTS upon any condominium DWELLING or over any condominium DWELLING, upon any other condominium DWELLING or upon any portion of the COMMON ELEMENTS due to such reconstruction shall be permitted and valid easements for such encroachments and maintenance thereof shall exist so long as the building shall stand.

XI.

RESTRAINT UPON SEPARATION AND PARTITION  
OF COMMON ELEMENTS

It is declared that the percentage of the undivided interest in the COMMON ELEMENTS appurtenant to each DWELLING shall remain undivided and no owner of any DWELLING shall bring or have any right to bring any action for partition or division. Provided, however, that the co-owners interest in the COMMON ELEMENTS may be diminished by the addition of Phase II as set forth in Paragraph III herein.

XII.

PERCENTAGE OF UNDIVIDED INTEREST IN  
COMMON ELEMENTS  
APPURTENANT TO EACH DWELLING

The undivided interest in COMMON ELEMENTS appurtenant to each DWELLING at each stage of development is that percentage of undivided interest which is set forth and assigned to each DWELLING in that certain Schedule which is annexed hereto and expressly made a part hereof as Exhibit B.

XIII.

EASEMENT FOR AIR SPACE

The owner of each DWELLING shall have an exclusive easement for the use of the air space occupied by said DWELLING as it exists at any particular time and as said DWELLING may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

XIV.

ADMINISTRATION OF COVENANT TOWERS  
HOMEOWNERS ASSOCIATION, INC.

To efficiently and effectively provide for the administration of the CONDOMINIUM by the owners of DWELLINGS, a non-profit South

Carolina corporation, known and designated as Covenant Towers Homeowners Association, Inc. has been organized, and said corporation shall administer the operation and management of the CONDOMINIUM and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Master Deed, and in accordance with the terms of the Articles of Incorporation of Covenant Towers Homeowners Association, Inc., hereinafter referred to as the ASSOCIATION, and by-laws of said corporation. A true copy of the Articles of Incorporation and By-Laws of said ASSOCIATION are annexed hereto and expressly made a part hereof as Exhibits "C" and "D" respectively. The owner or owners of each DWELLING shall automatically become members of the ASSOCIATION upon his, their or its acquisition of an ownership interest in title to any DWELLING and its appurtenant undivided interest in COMMON ELEMENTS, and the membership of such owner or owners shall terminate automatically upon each owner or owners being divested of such ownership interest in the title to such DWELLING, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any DWELLING shall be entitled, by virtue of such lien, mortgage, or other encumbrance, to membership in the ASSOCIATION, or to any of the rights or privileges of such membership. In the administration of the operation and management of the CONDOMINIUM, said ASSOCIATION shall have and is hereby granted the authority and power to enforce the provisions of this Master Deed, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the DWELLINGS and COMMON ELEMENTS, as the Board of Directors of the ASSOCIATION may deem to be in the best interests of the CONDOMINIUM.

PROVIDED, HOWEVER, GRANTOR is authorized in accordance with the By-Laws of the ASSOCIATION incorporated herein by reference to appoint and remove any member or members of the Board of Directors and any officer or officers of the ASSOCIATION with or without cause until the first of the following to occur: (a) the third anniversary of the date of recording of this declaration, or (b) the date as of which units in which eighty (80%) percent of the undivided interest in the COMMON ELEMENTS belongs have been conveyed by GRANTOR to UNIT owners other than a person or persons constituting GRANTOR, or (c) the date as of which the GRANTOR surrenders the authority to appoint and remove all members of the Board of Directors by an express amendment to this Master Deed executed and recorded by GRANTOR.

XV.

PURPOSES AND USE OF THE DWELLINGS

The Horizontal Property Regime is formed for residential and medical and other support service purposes and DWELLINGS shall be occupied and used by the owners thereof only as private residences for the owners and the families, tenants, invitees and guests of such owners and for no other purpose whatsoever. Except as hereinafter limited, no business shall be maintained or conducted from any DWELLING. The provisions shall not affect the right of GRANTOR and its duly authorized agents, representatives and employees to maintain a sales and leasing office and/or model units on the submitted property.

XVI.

USE OF COMMON ELEMENTS SUBJECT TO  
RULES OF ASSOCIATION

The use of COMMON ELEMENTS and the service center facility may be used by the owner or owners of all DWELLINGS, and all other

parties authorized to use the same, at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may hereafter be prescribed and established by the ASSOCIATION. Grantor reserves the right to allow the residents of a horizontal property regime of a similar purpose and character which may be located on property near or adjacent to the property comprising the within horizontal property regime to make use of the Medical Service Facility if in the opinion of Grantor such use would be warranted by conditions existing at the time. In such case, any use made by the residents of the other horizontal property regime would be at their expense.

XVII.

CONDOMINIUM TO BE USED FOR LAWFUL  
PURPOSES, RESTRICTION AGAINST  
NUISANCES, ETC.

No immoral, improper, offensive or unlawful use shall be made of any DWELLING or of the COMMON ELEMENTS, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the CONDOMINIUM shall be observed. No owner of any DWELLING shall permit or suffer anything to be done or kept in this DWELLING, or on the COMMON ELEMENTS, which will increase the rate of insurance on the CONDOMINIUM, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a DWELLING, or which interferes with the peaceful possession and proper use of any other DWELLING or the COMMON ELEMENTS.

XVIII.

RIGHT OF ENTRY INTO DWELLINGS IN  
EMERGENCIES

In case of any emergency originating in or threatening any DWELLING, regardless of whether the owner is present at the time of such emergency, the Board of Directors of Association or any other person authorized by it, or the building Superintendent or Managing Agent, shall have the right to enter such DWELLING for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each DWELLING, if required by the ASSOCIATION, shall deposit under the control of the ASSOCIATION a key to such DWELLING.

XIX.

LIMITATION UPON RIGHT OF OWNERS  
TO ALTER AND MODIFY DWELLINGS

No owner of a DWELLING shall permit there to be made any structural modifications or alterations therein without first obtaining the written consent of ASSOCIATION, which consent may be withheld in the event that a majority of the Board of Directors of said ASSOCIATION determine, in their sole discretion, that such structural modifications or alterations would affect or in any manner endanger the Building in part or in its entirety. If the modification or alteration desired by the owner of any DWELLING involves the removal of any permanent interior partition, ASSOCIATION shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load-bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provision of utility services constituting COMMON ELEMENTS located therein. No owner shall cause the balcony

abutting his DWELLING to be enclosed, or cause any improvements or changes to be made on the exterior of the Building, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the Building, or in any manner change the appearance of any portion of the building not within the walls of such DWELLING, nor shall storm panels or awnings be affixed, without the written consent of ASSOCIATION being first obtained.

XX.

RIGHT OF ASSOCIATION TO ALTER AND  
IMPROVE COMMON ELEMENTS AND  
SERVICE CENTER FACILITY AND  
ASSESSMENT THEREFOR

ASSOCIATION shall have the right to make or cause to be made such alterations or improvements to the COMMON ELEMENTS and service center facility which do not prejudice the rights of the owner of any DWELLING, unless such owner's written consent has been obtained, provided the making of such alterations and improvements are approved by the Board of Directors of said ASSOCIATION, and the cost of such alterations or improvements shall be assessed as common expense to be assessed and collected from all of the owners of DWELLINGS according to the percentages set out in Exhibit B of the Master Deed. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner or owners of a DWELLING or DWELLINGS requesting the same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the DWELLING or DWELLINGS exclusively or substantially exclusively benefited, the assessment to be levied in such proportion as may be determined by the Board of Directors of ASSOCIATION.

XXI.

MAINTENANCE AND REPAIR OF DWELLINGS

ASSOCIATION will have performed all maintenance and repair work within DWELLINGS and all LIMITED COMMON ELEMENTS. The owner of each DWELLING shall be liable and responsible for the replacement of all air conditioning and heating equipment, stoves, refrigerators, fans, or other appliances or equipment which may now or hereafter be situated in his DWELLING. Such owner shall further be responsible and liable for replacement of any and all window glass, wall, ceiling and floor exterior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place or maintain in his DWELLING. Wherever the replacement of any items for which the owner of a DWELLING is obligated to replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by ASSOCIATION, the proceeds of the insurance received by ASSOCIATION, or the Insurance Trustee hereinafter designated, shall be used for the purpose of making such replacement, except that the owner of such DWELLING shall be, in said instance, required to pay such portion of the costs of such replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

XXII.

MAINTENANCE AND REPAIR OF COMMON ELEMENTS  
AND SERVICES TO BE PROVIDED BY ASSOCIATION

Except as set out below, ASSOCIATION, at its expense, shall be responsible for the maintenance, repair and replacement of all of the COMMON ELEMENTS, including those portions thereof which



contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the COMMON ELEMENTS for the furnishing of utility services to the DWELLINGS and said COMMON ELEMENTS, and should any incidental damage be caused to any DWELLING by virtue of any work which may be done or caused to be done by ASSOCIATION in the maintenance, repair, or replacement of any COMMON ELEMENTS, the said ASSOCIATION shall, at its expense, repair such incidental damage.

ASSOCIATION will provide the following services for the residents of the facility:

One meal in central dining room	Scheduled local transportation
Special diets prescribed by physician	Laundry of bed & bath linens
Round-the-clock security	Condominium housekeeping service
Services of full-time activities director	All utilities (excluding private telephone & cable TV)
Use of recreational facilities	Insurance protection of the building
Maintenance of condominium & all common areas of complex	Administrative services
Lighted off-street parking	Ad valorem taxes on all DWELLINGS

### XXIII.

#### PERSONAL LIABILITY AND RISK OF LOSS OF OWNER OF DWELLING AND SEPARATE INSURANCE COVERAGE, ETC.

The owner of each DWELLING may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such owner and may, at his own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such owner's DWELLING or upon the COMMON ELEMENTS. All such insurance obtained by the owner of each DWELLING shall, wherever such provision shall be available, provided that the insurer waives its right of subrogation as to any claims against other owners of DWELLINGS, ASSOCIATION, and the respective servants, agents and guests of said other owners and ASSOCIATION, and such other insurance coverage should be, but is not required to be, obtained from the insurance company from which ASSOCIATION obtains coverage against the same risk, liability or peril, if said ASSOCIATION has such coverage. Risk of loss of or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the COMMON ELEMENTS) belonging to or carried on the person of the owner of each DWELLING, or which may be stored in any DWELLING, or in, to or upon COMMON ELEMENTS shall be borne by the owner of each such DWELLING. All furniture, furnishings and personal property constituting a portion of the COMMON ELEMENTS and held for the joint use and benefit of all owners of all DWELLINGS shall be covered by such insurance as shall be maintained in force and effect by ASSOCIATION as hereinafter provided. The owner of a DWELLING shall have no personal liability for any damages caused by the ASSOCIATION or in connection with the use of the COMMON ELEMENTS. The owner of a DWELLING shall be liable for injuries or damage resulting from an accident in his own DWELLING, including the balcony, to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. Any rental, sales or management entity utilizing any portion of the COMMON ELEMENTS shall hold the ASSOCIATION harmless from any claims or demands for property damage or personal injury arising by reason of the acts or negligence of such entity, its employees, servants or agents.



XXIV.

INSURANCE COVERAGE TO BE MAINTAINED BY  
ASSOCIATION: INSURANCE TRUSTEE, APPOINTMENT AND  
DUTIES: APPROVAL OF INSURORS BY INSTITUTIONAL  
LENDER: USE AND DISTRIBUTION OF INSURANCE PROCEEDS, ETC.

The following insurance coverage shall be maintained in full force and effect by ASSOCIATION covering the operation and management of the CONDOMINIUM and the said CONDOMINIUM, meaning the DWELLINGS and COMMON ELEMENTS, to-wit:

(a) Casualty insurance covering all of the DWELLINGS, COMMON ELEMENTS, in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, such coverage to afford protection against (i) loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsements; and (ii) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to the CONDOMINIUM, including but not limited to vandalism, malicious mischief, windstorm, water damage, and war risk insurance, if available.

(b) Public liability and property damage insurance in such amounts and in such form as shall be required by ASSOCIATION to protect said ASSOCIATION and the owners of all DWELLINGS, including but not limited to, water damage, legal liability, hired automobile, nonowned automobile and offpremises employee coverage. Such insurance shall be in an amount of not less than One Million and No/100 (\$1,000,000.00) Dollars.

(c) Workmen's Compensation insurance to meet the requirements of law.

(d) Fidelity Bond in the minimum amount of Fifty Thousand and No/100 (\$50,000.00) Dollars.

(e) Such other insurance coverage, other than title insurance, as the Board of Directors of ASSOCIATION, in its sole discretion may determine from time to time to be in the best interests of ASSOCIATION and the owners of all of the DWELLINGS or as an institutional type lender may reasonably require so long as it is the owner of a mortgage on any DWELLING.

All policies of insurance must provide that they may not be cancelled or substantially modified, by any party, without at least ten (10) days prior written notice to ASSOCIATION and to each holder of a first mortgage who is listed as such upon the policy.

All liability insurance maintained by ASSOCIATION shall contain cross liability endorsements to cover liability of all owners of DWELLINGS as a group to each DWELLING owner.

All insurance coverage authorized to be purchased shall be purchased by ASSOCIATION for itself and for the benefit of all of the owners of all DWELLINGS. The cost of obtaining the insurance coverage authorized above is declared to be a common expense, as are any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof.

All policies of casualty insurance covering the CONDOMINIUM shall provide for the insurance proceeds covering any loss to be payable to the Insurance Trustee named as hereinafter provided, or to its

successor, and the insurance proceeds from any casualty loss shall be held for the use and benefit of ASSOCIATION and all of the owners of all DWELLINGS and their respective Mortgagees, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. ASSOCIATION is hereby declared to be and appointed as Authorized Agent for all of the owners of all DWELLINGS for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

The ASSOCIATION shall have the right to designate the Insurance Trustee and all parties beneficially interested in such insurance coverage shall be bound thereby.

The Insurance Trustee shall be a banking institution having trust powers and doing business in the State of South Carolina. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any policy or policies of casualty insurance, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds.

The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold same in trust for the purposes herein stated, and for the benefit of ASSOCIATION and the owners of all DWELLINGS and their respective mortgagees, such insurance proceeds to be disbursed and paid by the Insurance Trustee as hereinafter provided. ASSOCIATION, as a common expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said Insurance Trustee. Wherever the Insurance Trustee may be required to make distribution of insurance proceeds to owners of DWELLINGS and their Mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a Certificate of the President and Secretary of ASSOCIATION, executed under oath, and which Certificate will be provided to said Insurance Trustee upon request of said Insurance Trustee made to ASSOCIATION, such Certificate to certify unto said Insurance Trustee the name or names of the owners of each DWELLING, the name or names of the Mortgagee or Mortgagees who may hold a mortgage or mortgages encumbering each DWELLING, and the respective percentages of any distribution which may be required to be made to the owner or owners of any DWELLING or DWELLINGS, and his or their respective Mortgagee or Mortgagees, as their respective interests may appear.

Institutional First Mortgagees owning and holding mortgages encumbering units in the Condominium shall have the right to approve all such insurance policy or policies, the company or companies issuing such insurance coverage and the amount(s) thereof.

The proceeds of any such insurance shall be applied to reconstruct the improvements as provided in The Act; provided, however, reconstruction shall not be compulsory where it comprises the whole or more than two-thirds of the Property as is provided in The Act. In such event, the proceeds shall be divided as provided in The Act unless unanimously agreed upon by the Owners and all mortgagees upon the Property or any portion thereof, of record.

In the event of such prorata division, the mortgagees of record shall have first claim upon such insurance proceeds delivered to the Owner of the DWELLING upon which such mortgagee holds a mortgage lien to the extent of the indebtedness due and owing upon the debt which such mortgage secures and to the extent the mortgage agreement provides. Property as used herein shall be defined as in The Act, but shall not include any land, improvements or rights which comprise Phase II or additional Phases until such time as Phase II or additional Phases are submitted to the Regime.

If the Property is not insured or if the insurance proceeds are insufficient to cover the costs of reconstruction, rebuilding costs shall be paid as provided in The Act by all of the Owners directly affected by the damage and each shall be responsible for a share equal to the total cost times a fraction, the numerator of which is one and the denominator of which is the number of DWELLINGS directly affected. Failure or refusal of payment of any of the Owners so affected shall result in a lien upon his Unit in favor of the ASSOCIATION in such amount and may be enforced in the manner provided for collection of unpaid assessments herein and or in The Act.

Any repair and/or restoration must be substantially in accordance with the plans and specifications for the original buildings and improvements or as the buildings or improvements were last constructed or according to plans approved by the ASSOCIATION and all Institutional Mortgagees of record, which approval shall not be unreasonably withheld.

The Board of Directors is hereby irrevocably appointed agent for each Owner for the purpose of compromising and settling claims arising under insurance policies purchased under the provisions of this Article and to execute and to deliver releases therefore upon the payment of claims.

XXV.

APPORTIONMENT OF TAX OR SPECIAL  
ASSESSMENT IF LEVIED AND ASSESSED  
AGAINST THE CONDOMINIUM AS A WHOLE

In the event that any taxing authority having jurisdiction over the CONDOMINIUM shall levy or assess any Tax or Special Assessment against the CONDOMINIUM, as a whole, as opposed to levying and assessing such Tax or Special Assessment against each DWELLING and its appurtenant undivided interest in COMMON ELEMENTS as now provided by law, then such Tax or Special Assessment so levied shall be paid as a common expense by ASSOCIATION, and any Taxes or Special Assessments which are to be so levied shall be included, wherever possible, in the estimated Annual Budget of ASSOCIATION, or shall be separately levied and collected as an assessment by ASSOCIATION against all of the owners of all DWELLINGS and said DWELLINGS if not included in said Annual Budget. The amount of any Tax or Special Assessment paid or to be paid by ASSOCIATION in the event that such Tax or Special Assessment is levied against the CONDOMINIUM, as a whole, instead of against each separate DWELLING and its appurtenant undivided interest in COMMON ELEMENTS shall be apportioned among the owners of all DWELLINGS so that the amount of such Tax or Special Assessment so paid or to be paid by ASSOCIATION and attributable to and to be paid by the owner or owners of each DWELLING shall be that portion of such total Tax or Special Assessment which bears the same ratio to said total Tax or Special Assessment as the undivided interest in COMMON ELEMENTS appurtenant to each DWELLING bears to the total undivided interest in COMMON ELEMENTS appurtenant to all DWELLINGS. In the event that any Tax or Special Assessment shall be levied against the CONDOMINIUM in its entirety, without apportionment by

the taxing authority to the DWELLINGS and appurtenant undivided interests in COMMON ELEMENTS, then the assessment by ASSOCIATION, which shall include the proportionate share of such Tax or Special Assessment attributable to each DWELLING and its appurtenant undivided interest in COMMON ELEMENTS, shall separately specify and identify the amount of such assessment attributable to such Tax or Special Assessments, and the amount of such Tax or Special Assessment so designated shall be and constitute a lien prior to all mortgages and encumbrances upon any DWELLING and its appurtenant undivided interest in COMMON ELEMENTS, regardless of the date of the attachment and/or recording of such mortgage or encumbrance, to the same extent as though such Tax or Special Assessment had been separately levied by the taxing authority upon each DWELLING and its appurtenant undivided interest in COMMON ELEMENTS.

All personal property taxes levied or assessed against personal property owned by ASSOCIATION shall be paid by said ASSOCIATION and shall be included as a common expense in the Annual Budget of the ASSOCIATION.

XXVI.

ASSOCIATION TO MAINTAIN REGISTRY  
OF OWNERS AND MORTGAGEES

ASSOCIATION shall at all times maintain a Register setting forth the names of the owners of all of the DWELLINGS, and in the event of the sale or transfer of any DWELLING to a third party, the purchaser or transferee shall notify ASSOCIATION in writing of his interest in such DWELLING together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any DWELLING. Further the owner of each DWELLING shall at all times notify ASSOCIATION of the names of the parties holding any mortgage or mortgages on any DWELLING, the amount of such mortgage or mortgages, and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any DWELLING may, if he so desires, notify ASSOCIATION of the existence of any mortgage or mortgages held by such party on any DWELLING, and upon receipt of such notice, ASSOCIATION shall register in its records all pertinent information pertaining to the same.

XXVII.

ASSESSMENTS: LIABILITY, LIEN  
AND ENFORCEMENT

ASSOCIATION, as and for the Council of Co-owners, is given the authority to administer the operation and management of the CONDOMINIUM, it being recognized that the delegation of such duties to one entity is in the best interests of the owners of all DWELLINGS. To properly administer the operation and management of the project, ASSOCIATION will incur, for the mutual benefit of all of the owners of DWELLINGS, costs and expenses which will be continuing or nonrecurring costs, as the case may be, which costs and expenses are sometimes herein referred to as "common expense." To provide the funds necessary for such proper operation and management, the said ASSOCIATION has heretofore been granted the right to make, levy and collect assessments against the owners of all DWELLINGS and said DWELLINGS. In furtherance of said grant of authority to ASSOCIATION to make, levy and collect assessments to pay the costs and expenses for the operation and management of the CONDOMINIUM, the following provisions shall be operative and binding upon the owners of all DWELLINGS, to-wit:



A. All assessments levied against the owners of DWELLINGS and said DWELLINGS shall be uniform and, unless specifically otherwise provided for in this Master Deed, the assessments made by ASSOCIATION shall be in such proportion that the amount of assessment levied against each owner of a DWELLING and his DWELLING shall bear the same ratio to the total assessment made against all owners of DWELLINGS and their DWELLINGS as does the undivided interest in COMMON ELEMENTS appurtenant to each DWELLING bear to the total undivided interest in COMMON ELEMENTS appurtenant to all DWELLINGS. Should ASSOCIATION be the owner of any DWELLING or DWELLINGS, the assessment which would otherwise be due and payable to ASSOCIATION by the owner of such DWELLING or DWELLINGS, reduced by an amount of income which may be deprived from the leasing such DWELLING or DWELLINGS by ASSOCIATION, shall be apportioned and assessment therefor levied ratably among the owners of all DWELLINGS which are not owned by ASSOCIATION, based upon their proportionate interests in the COMMON ELEMENTS exclusive of the interests therein appurtenant to any DWELLING or DWELLINGS owned by ASSOCIATION.

B. The assessment levied against the owner of each DWELLING and his DWELLING shall be payable in annual, quarterly or monthly installments, or in such other installments and at such times as may be determined by the Board of Directors of ASSOCIATION.

C. The Board of Directors of ASSOCIATION shall establish an Annual Budget in advance for each fiscal year which shall correspond to the calendar year, and such Budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the CONDOMINIUM, including a reasonable allowance for contingencies and reserves, such Budget to take into account projected anticipated income which is to be applied in reduction of the amount required to be collected as an assessment each year. Upon adoption of such Annual Budget by the Board of Directors of ASSOCIATION, copies of said Budget shall be delivered to each owner of a DWELLING and the assessment for said year shall be established based upon such Budget, although the delivery of a copy of said Budget to each owner shall not affect the liability of any owner for such assessment. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the CONDOMINIUM, or in the event of emergencies, said Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

D. The Board of Directors of ASSOCIATION, in establishing said Annual Budget for operation, management and maintenance of the Project shall include therein a sum to be collected and maintained as reserve fund for replacement of COMMON ELEMENTS and LIMITED COMMON ELEMENTS, which reserve fund shall be for the purpose of enabling ASSOCIATION to replace structural elements and mechanical equipment constituting a part of the COMMON ELEMENTS and LIMITED COMMON ELEMENTS as well as the replacement of personal property which may constitute a portion of the COMMON ELEMENTS and LIMITED COMMON ELEMENTS held for the joint use and benefit of all of the owners of all DWELLINGS. The amount to be allocated to such Reserve Fund for Replacements shall be established by said Board of Directors so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacements of said COMMON ELEMENTS and LIMITED COMMON ELEMENTS. The amount collected and allocated to the Reserve Fund for Replacements from time to time shall be maintained in a separate account by ASSOCIATION, although nothing herein contained shall limit ASSOCIATION from applying any monies in such Reserve Fund for Replacements to meet other needs or requirements of ASSOCIATION in operating or managing

the Project in the event of emergencies, or in the event that the sums collected from the owners of DWELLINGS are insufficient to meet the then fiscal financial requirements of ASSOCIATION, but it shall not be a requirement that these monies be used for such latter purposes, as a separate assessment may be levied therefor if deemed to be preferable by the Board of Directors of ASSOCIATION in the sole discretion of said Board of Directors.

E. The Board of Directors of ASSOCIATION, in establishing said Annual Budget for operation, management and maintenance of the Project, shall include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of DWELLINGS, as a result of emergencies or for other reason placing financial stress upon the ASSOCIATION.

F. All monies collected by ASSOCIATION shall be treated as the separate property of the said ASSOCIATION, and such monies may be applied by the said ASSOCIATION to the payment of any expense of operating and managing the CONDOMINIUM, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Master Deed and the Articles of Incorporation and By-Laws of said ASSOCIATION and as the monies for any assessment are paid unto ASSOCIATION by any owner of a DWELLING the same may be co-mingled with the monies paid to the said ASSOCIATION by the other owner of DWELLINGS. Although all funds and other assets of ASSOCIATION, and any increments thereto or profits derived therefrom, or from the leasing or use of COMMON ELEMENTS or LIMITED COMMON ELEMENTS, shall be held for the benefit of the members of ASSOCIATION, who shall own any common surplus in the proportions of their percentage of undivided interest in the CONDOMINIUM, no member of said ASSOCIATION shall have the right to assign, hypothecate, pledge or in any manner transfer this membership interest therein, except as an appurtenance to his DWELLING.

G. The payment of any assessment or installment thereof due to ASSOCIATION shall be in default if such assessment, or any installment thereof, is not paid unto ASSOCIATION, on or before the due date for such payment. When in default, the Board of Directors may accelerate the remaining installments of the annual assessment upon notice thereof to the DWELLING owner, whereupon the entire unpaid balance of the annual assessment shall become due upon the date stated in the notice, which shall not be less than ten (10) days after the date of the notice. In the event any assessment, installment, or accelerated assessments are not paid within twenty (20) days after their due date, the ASSOCIATION, through its Board of Directors, may proceed to enforce and collect the said assessments against the DWELLING owner owing the same in any manner provided for by the Act, including the right of foreclosures and sale. When in default, the delinquent assessment or delinquent installment thereof due to ASSOCIATION shall bear interest at the "prime rate" as then established by the South Carolina National Bank or the maximum legal interest rate per annum whichever is lesser until such delinquent assessment or installment thereof, and all interest due thereon, has been paid to ASSOCIATION.

H. The owner or owners of each DWELLING shall be personally liable to ASSOCIATION for the payment of all assessments, regular or special, which may be levied by ASSOCIATION while such party or parties are owner or owners of a DWELLING in the CONDOMINIUM. In the event that any owner or owners are in default in payment of any assessment or installment thereof owed to ASSOCIATION, such owner or owners of any DWELLING shall be personally liable for interest on such delinquent assessment or installment thereof as above provided, and for all cost of collecting such assessment



or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

I. No owner of a DWELLING may exempt himself from liability for any assessment levied against such owner and his DWELLING by waiver of the use or enjoyment of any of the COMMON ELEMENTS or LIMITED COMMON ELEMENTS, or by abandonment of the DWELLING, or in any other manner.

J. Recognizing that the necessity for providing proper operation and management of the Project entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of DWELLINGS, and that the payment of such common expense represented by the assessments levied and collected by ASSOCIATION is necessary in order to preserve and protect the investment of the owner of each DWELLING, ASSOCIATION is hereby granted a lien upon such DWELLING and its appurtenant undivided interest in COMMON ELEMENTS or LIMITED COMMON ELEMENTS, which lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner of each DWELLING, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to ASSOCIATION, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by ASSOCIATION in enforcing this lien upon said DWELLING and its appurtenant undivided interest in the COMMON ELEMENTS or LIMITED COMMON ELEMENTS. The lien granted to ASSOCIATION may be foreclosed in the same manner as mortgages may be foreclosed in the State of South Carolina, and in any suit for the foreclosure of said lien, the ASSOCIATION shall be entitled to rental from the owner of any DWELLING from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said DWELLING. The rental required to be paid shall be equal to the rental charged on comparable type of Dwelling Units in South Carolina. The lien granted to the ASSOCIATION shall further secure such advances for taxes, and payments on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the ASSOCIATION in order to preserve and protect its lien, and the ASSOCIATION shall further be entitled to interest at the maximum legal interest rate per annum on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any DWELLING, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to ASSOCIATION, and shall acquire such interest in any DWELLING expressly subject to such lien.

K. The lien herein granted unto ASSOCIATION shall be effective from and after the time of recording in the Public Records of Horry County, South Carolina, a claim of lien stating the description of the DWELLING encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed, and verified by an officer or agent of the ASSOCIATION. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The claim of lien filed by the ASSOCIATION shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the ASSOCIATION'S Claim of Lien.

In the event that any person, firm or corporation shall acquire title to any DWELLING and its appurtenant undivided interest in COMMON ELEMENTS or LIMITED COMMON ELEMENTS by virtue of any foreclosure of judicial sale, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for said DWELLING and its appurtenant undivided interest in COMMON ELEMENTS or LIMITED COMMON ELEMENTS subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title subject to the lien of any assessment by ASSOCIATION representing an apportionment of Taxes or Special Assessment levied by taxing authorities against the CONDOMINIUM in its entirety. In the event of the acquisition of title to a DWELLING by foreclosure or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all DWELLINGS as a part of the common expense, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

L. Whenever any DWELLING may be sold or mortgaged by the owner thereof, which sale shall be concluded only upon compliance with other provisions of this Master Deed, ASSOCIATION, upon written request of the owner of such DWELLING, shall furnish to the proposed purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to ASSOCIATION by the owner of such DWELLING. Such statement shall be executed by any Officer of the ASSOCIATION and any purchaser or mortgagee may rely upon such statement in concluding the proposed purchase or mortgage transaction, and ASSOCIATION shall be bound by such statement. In the event that a DWELLING is to be sold or mortgaged at the time when payment of any assessment against the owner of said DWELLING and such DWELLING due to ASSOCIATION shall be in default (whether or not a claim of lien has been recorded by the ASSOCIATION) then the proceeds of such purchase or mortgage proceeds, shall be applied by the purchaser or mortgagee first to payment of any then delinquent assessment or installment thereof due to ASSOCIATION before the payment of any proceeds of purchase or mortgage proceeds to the owner of any DWELLING who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a DWELLING, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments against Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by ASSOCIATION which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sums then remaining owing to it.

Notwithstanding anything in this Master Deed to the contrary, it is declared that until February 5, 1988, each DWELLING (condominium unit) in Phase I shall be exempt from the assessment created herein until such time as the DWELLING is conveyed by the grantor to a grantee (owner). Except as expressly provided herein, no DWELLING and its appurtenant percentage interest shall be exempt from said assessment. Moreover, until such time as a DWELLING is conveyed by the grantor, to a grantee, the grantor shall be assessed and pay to the ASSOCIATION in lieu of an assessment

thereof a sum equal to the actual amount of actual operating expenditures for the pro rata portion of the calendar year less an amount equal to the total assessments made by the ASSOCIATION against owners of DWELLINGS other than those owned by the Grantor. The actual operating expenditures for this purpose shall also include any reserve for replacements or operating reserves. Commencing February 5, 1988, the Grantor shall be subject to assessments as provided for in this Master Deed so that it will pay assessments on the same basis provided for under this Master Deed as the same are paid by DWELLING owners. In the event Phase II is submitted, then it is declared that until three (3) months from the date the Amendment submitting Phase II is filed for record in Horry County, each DWELLING (condominium unit) in Phase II shall be exempt from the assessment created herein until such time as the DWELLING is conveyed by the Grantor to a grantee (owner). Until such time as a DWELLING in Phase II is so conveyed, the Grantor shall assess and pay to ASSOCIATION, in lieu of an assessment, a sum equal to the actual amount of actual operating expenditures for the pro rata portion of the calendar year less an amount equal to the total assessments made by ASSOCIATION against owners of DWELLINGS other than those owned by Grantor. Commencing on said date Grantor shall be subject to assessments on the same basis as other unit owners.

XXVIII.

TERMINATION

This Master Deed and said Plan of Condominium Ownership may only be terminated by the unanimous consent of all of the owners of all DWELLINGS and all of the parties holding mortgages, liens or other encumbrances against any of said DWELLINGS, in which event the termination of the CONDOMINIUM shall be by such plan as may be then adopted by said owners and parties holding any mortgages, liens or other encumbrances. Such election to terminate this Master Deed and the Plan of Condominium Ownership established herein shall be executed in writing by all of the aforementioned parties, and such instrument or instruments shall be recorded in the Public Records of Horry County, South Carolina.

XXIX.

AMENDMENT OF MASTER DEED

Except for any alteration in the percentage of ownership in COMMON ELEMENTS appurtenant to each DWELLING, or alteration of the basis for apportionment of assessments which may be levied by ASSOCIATION in accordance with the provisions hereof, in which said instances consent of all of the owners of all DWELLINGS and their respective mortgagees shall be required, and except for any alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of Grantor, Myrtle Beach Retirement Group, Inc. and the Institutional Mortgagee which said rights and privileges granted and reserved unto the said Grantor and the Lender shall only be altered, amended or modified with the respective express written consent of the said Grantor or Lender, as the case may be, this Master Deed may be amended in the following manner:

An amendment or amendments to this Master Deed may be proposed by the Board of Directors of ASSOCIATION acting upon a vote of the majority of the Directors, or by the members of ASSOCIATION owning a majority of the DWELLINGS in the CONDOMINIUM, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to the Master Deed being proposed by said Board of Directors or members, such proposed amendment or

amendments shall be transmitted to the President of ASSOCIATION, or other Officer of ASSOCIATION in the absence of the President, who shall thereupon call a Special Meeting of the members of ASSOCIATION for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such Special Meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonable detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail addressed to the member at his Post Office address as it appears on the records of ASSOCIATION, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver, when filed in the records of ASSOCIATION, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of all the co-owners of Sixty-Seven (67%) percent of the total interest in the COMMON ELEMENTS and LIMITED COMMON ELEMENTS and, if permitted by law each of the affirmative voter's institutional mortgagees, if any, in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Master Deed shall be transcribed and certified by the President and Secretary of ASSOCIATION as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a Deed shall be recorded in the Public Records of Horry County, South Carolina, within ten (10) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording data identifying the Master Deed. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the Officers of ASSOCIATION shall be delivered to all of the owners of all DWELLINGS and mailed to the mortgagees listed in the Registry required to be maintained by Article XXVI hereof, but delivery and mailing of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of ASSOCIATION shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of ASSOCIATION at or prior to such meeting. Furthermore, no amendment to this Master Deed shall be adopted which would operate to affect the validity or priority of any Mortgage held by a Mortgagee or which would alter, amend or modify in any manner whatsoever the rights, powers and privileges granted and reserved herein in favor of any Mortgagee or in favor of Grantor without the consent or all such Mortgagees or Grantor as the case may be. In the event the vote or consent of any mortgagee is required hereunder, then the Owner shall attach to his ballot a written consent of such mortgagee and a certificate of the Owner that such mortgagee(s) so consenting are the only mortgagee(s) whose consent is required as to such Owner.

Notwithstanding anything contained herein, the grantor, its successors or assigns, may, without the consent of the Dwelling Owners or Mortgagees, at any time prior to the amend this Master Deed in the manner set forth in Paragraph III, so as to subject Phase II property to the provisions of the Master Deed and the Horizontal Property Act of South Carolina so as to make the Phase II property an integral part of Covenant Towers Horizontal Property Regime. Any such amendment shall, together with this Master Deed, contain all of the particulars required by the said Horizontal Property Act of South Carolina



and from and after the recording of such amendment, Covenant Towers Horizontal Property Regime shall include all of Phase II property as appropriate. The designation of each apartment number and its proportionate interest in the COMMON ELEMENTS and LIMITED COMMON ELEMENTS are set forth in Exhibit B, which is attached hereto and made a part and parcel hereof. The Grantor reserves the right to make changes in this Master Deed to correct typographical or similar errors, provided that any such corrections shall not adversely affect the interest of any owner or owners, by recording an appropriate document in the office of the Clerk of Court for Horry County.

XXX.

#### REMEDIES IN EVENT OF DEFAULT

The owner or owners of each DWELLING shall be governed by and shall comply with the provisions of this Master Deed, and the Articles of Incorporation and the By-Laws of ASSOCIATION and its rules and regulations as any of the same are now constituted or as they may be adopted and/or amended from time to time. A default by the owner or owners of any DWELLING shall entitle ASSOCIATION or the owner or owners of other DWELLING or DWELLINGS to the following relief:

A. Failure to comply with any of the terms of this Master Deed or other restrictions and regulations contained in the Articles of Incorporation, By-Laws of ASSOCIATION, or its rules and regulations, shall be grounds for relief which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof and which relief may be sought by ASSOCIATION, or, if appropriate, by an aggrieved owner of a DWELLING.

B. The owner or owners of each DWELLING shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a DWELLING or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

C. In any proceeding arising because of an alleged default by the owner of any DWELLING, the ASSOCIATION, if successful, shall be entitled to recover the costs of the proceedings, and such reasonable attorney's fees as may be determined by the Court, but in no event shall the owner of any DWELLING be entitled to such attorney's fees.

D. The failure of ASSOCIATION or of the owner of a DWELLING to enforce any right, provision, covenant, or condition which may be granted by this Master Deed or other above mentioned documents shall not constitute a waiver of the right of ASSOCIATION or of the owner of a DWELLING to enforce such right, provision, covenant or condition in the future.

E. All rights, remedies and privileges granted to ASSOCIATION or the owner or owners of a DWELLING pursuant to any terms, provisions, covenants or conditions of this Master Deed or other above mentioned documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional right, remedies, or privileges as may be available to such party at law or in equity.

F. The failure of the Grantor, or any Institutional Mortgagee to enforce any right, privilege, covenant or condition which may be granted to them, or either of them, by this Master Deed or other above mentioned document shall not constitute waiver of the right of either of said parties to thereafter enforce such right, provision, covenant or condition in the future.

XXXI.

USE OR ACQUISITION OF INTEREST IN THE  
CONDOMINIUM TO RENDER USER OR ACQUIRER  
SUBJECT TO PROVISIONS OF MASTER DEED,  
RULES AND REGULATIONS

All present or future owners, tenants, or any other person who might use the facilities of the CONDOMINIUM in any manner, are subject to the provisions of this Master Deed and all documents appurtenant hereto and incorporated herewith, and the mere acquisition or rental of any DWELLING, or the mere act of occupancy of any DWELLING or use of COMMON ELEMENTS, shall signify that the provisions of this Master Deed are accepted and ratified in all respects.

XXXII.

RIGHT OF GRANTOR TO SELL OR LEASE DWELLING  
OWNED BY IT: AND RIGHT OF GRANTOR TO  
REPRESENTATION ON BOARD OF DIRECTORS OF ASSOCIATION

So long as the grantor herein, shall own any DWELLING, the said Grantor, shall have the absolute right to lease or sell any such DWELLING to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interest. Further, until one hundred twenty (120) days after seventy-five (75%) percent of the DWELLINGS in the Horizontal Property Regime (including Phases I and II) have been conveyed to DWELLING purchasers; or five (5) years following the conveyance of the first DWELLING whichever occurs first, then Grantor shall have the right to designate and select a majority of the persons who shall serve as members of the Board of Directors of the Association. Whenever Grantor, shall be entitled to designate and select any person or persons to serve on any Board of Directors of ASSOCIATION the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or By-Laws of ASSOCIATION, and Grantor, shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such person or persons with another person or other persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director or Directors so removed. Any Director designated and selected by Grantor, need not be a resident in the CONDOMINIUM or an owner of a DWELLING.

Any representative of Grantor, serving on the Board of Directors of ASSOCIATION shall not be required to disqualify himself upon any vote upon any management contract or other matter between Grantor, and ASSOCIATION where the said Grantor, may have a pecuniary or other interest. Similarly, Grantor, as a member of ASSOCIATION, shall not be required to disqualify itself in any vote which may come before the membership of ASSOCIATION upon any management contract or other matter between Grantor, and ASSOCIATION where Grantor, may have a pecuniary or other interest.



XXXIII.

CONDEMNATION

In the event of a taking in condemnation or by eminent domain of all or any part of the Property as defined in The Act (excluding Phase II properties until such time as they are submitted to the Regime), the award made for such taking shall be payable to ASSOCIATION and each Owner, by his acceptance of his unit deed, appoints the ASSOCIATION, through its Board of Directors, as attorney-in-fact for the purpose of contesting, negotiating and/or settling claims and awards with the condemning authorities. Any such payment to the ASSOCIATION shall be for the benefit of the Owners and their mortgagees as their interests might appear. Provided however, that if two-thirds of the Owners (by total interest in the COMMON ELEMENTS or LIMITED COMMON ELEMENTS) duly and promptly approve the repair and restoration of the Property, the ASSOCIATION shall arrange for such repair and restoration and shall disburse the funds awarded to such contractors as are hired in appropriate progress payments. Should said two-thirds not approve the repair and restoration, then, in such event, the ASSOCIATION shall distribute the award in the same manner as insurance proceeds not used to repair or restore are required to be distributed pursuant to Article XXIV.

XXXIV.

ADDITIONAL RIGHTS OF INSTITUTIONAL MORTGAGEES

Upon written request to ASSOCIATION, identifying the name and address of the Institutional Mortgagee and of the applicable DWELLING and Owner, such mortgagee shall be entitled to timely written notice of:

- A. Any condemnation loss or any casualty loss which affects a material portion of the project or any Owner's estate on which such mortgagee holds a mortgage;
- B. Any delinquency in the payment of assessments or charges owed by an Owner of a DWELLING subject to such mortgage which remains uncured for a period of sixty (60) days;
- C. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the ASSOCIATION;
- D. Any proposed action which would require the consent of a mortgage holder as provided elsewhere in this Master Deed.

XXXV.

ANNUAL REPORTS TO BE PROVIDED TO LENDER

So long as the Lender to be selected by grantor is the owner or holder of a mortgage encumbering a DWELLING in the CONDOMINIUM, ASSOCIATION shall furnish said Lender with at least one (1) copy of the Annual Financial Statement and Report of ASSOCIATION audited and prepared by Certified Public Accountants satisfactory to Lender and setting forth such details as the said Lender may reasonably require, including a detailed statement of annual carrying charges or income collected, and operating expenses, such Financial Statement and Report to be furnished within ninety (90) days following the end of each fiscal year.

XXXVI.

SEVERABILITY

In the event that any of the terms, provisions or covenants of this Master Deed are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

XXXVII.

LIBERAL CONSTRUCTION AND ADOPTION  
OF PROVISIONS OF CONDOMINIUM ACT

The provisions of this Master Deed shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. The South Carolina Horizontal Property Act, 1976 Code of Laws, as the same may be amended from time to time thereafter is hereby adopted and expressly made a part hereof. In the event of any conflict between the provisions of this Master Deed and the said South Carolina Horizontal Property Act of South Carolina, as the same may be amended, shall take the place of the provisions in conflict with the Master Deed.

XXXVIII.

MASTER DEED BINDING UPON GRANTOR,  
ITS SUCCESSORS AND ASSIGNS, AND SUBSEQUENT  
OWNERS

The restrictions and burdens imposed by the covenants of this Master Deed are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each DWELLING and its appurtenant undivided interest in COMMON ELEMENTS and this Master Deed shall be binding upon Grantor, its successors and assigns, and upon all parties who may subsequently become owners of DWELLINGS in the CONDOMINIUM, and their respective heirs, legal representatives, successors and assigns.

XXXIX.

LEASE OF SERVICE CENTER FACILITY

It is understood that the Service Center Facility has been leased by for ASSOCIATION for a term specified in said Lease, a copy of which is attached hereto and by reference made a part hereof. An assessment to pay the amounts owed by ASSOCIATION to the LESSOR therein, its successors and assigns, may be collected through assessment by ASSOCIATION in the matter of collecting all assessments as specified herein.

XXXX

DEFINITIONS

A. The term "Dwelling" or "Dwellings" shall be synonymous with the term "Apartment" "Apartments" as those terms are used under the Horizontal Property Act of the 1976 Code of Laws of South Carolina, as amended.

B. "Building" means a structure or structures containing in the aggregate two or more apartments comprising a part of the property.

C. "Co-owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof, who owns a dwelling within the building.

D. "Assessment" means a dwelling owner's prorata share of the common expenses which from time to time is assessed against a dwelling owner by the Association.

E. "Association" means council of co-owners as defined by the Horizontal Property Act and also means Covenant Towers Homeowners Association, Inc. the corporate form by which the council of co-owners shall operate Covenant Towers, Phase I and Phase II, any one or more of them.

F. "Common Expense" means the expenses for which the dwelling owners are liable to the Association and include:

1. Expenses of administration, expenses of maintenance, insurance, operation, repair or replacement of the common elements, limited common elements and of the portions of dwellings which are the responsibility of the Association;

2. Expenses declared common expenses by provisions of this Master Deed;

3. Any valid charges against the Regime as a whole.

G. "Common Surplus" means the excess of or receipts of the ASSOCIATION, including, but not limited to assessments over the amount of common expenses.

H. "Condominium" means the form of individual ownership of a particular dwelling (apartment) in a building and the common right to a share with other co-owners in the general common elements or exclusive right to use of certain limited common elements.

I. "Common Elements" means and includes the elements described in the Horizontal Property Act, and in this Master Deed (including Exhibits), as "general common elements" and also the following:

1. Easements through apartments for conduits, ducts, plumbing, chimneys, wiring, and other facilities for the furnishing of utility services to apartments and the general common elements; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed unless approved in writing by the apartment owner.

2. An easement of support in every portion of an apartment which contributes to the support of a building.

3. Easements through the apartments and general common elements for maintenance, repair and replacement of the apartments and general common elements.

4. Installations for the furnishing of utility services to more than one apartment or to the general common elements or to an apartment other than the one containing the installation, which installation shall include ducts, plumbing, wiring and other facilities for the rendering of such services.

5. The tangible personal property required for the maintenance and operation of the Regime, even though owned by the Association.

6. "The Act" shall mean and refer to the Horizontal Property Act of the 1976 Code of Laws of South Carolina as amended.

7. "Institutional Mortgagee" shall mean and refer to a bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, lenders whose loans upon the condominium are purchased or insured by FHA, VA, FNMA or FHLMC, a real estate or mortgage investment trust, the Developer, its affiliates and any lender generally recognized as an institutional type lender, having a lien on the Property or any part or parts thereof.

IN WITNESS WHEREOF, Myrtle Beach Retirement Group, Inc., a South Carolina Corporation, has caused these presents to be executed this 5th day of February, 1986.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

Anne Anderson  
M. E. Copeland

(Corp. Seal)

MYRTLE BEACH RETIREMENT GROUP, INC.

By: W. L. Williams  
President, W. L. Williams

Attest: James E. Jordan  
Secretary, James E. Jordan

EXHIBIT "A"

TO

MASTER DEED

For Plot Plans and Floor Plans, see Condominium <sup>Cabinet</sup> ~~Plat Book~~ B at <sup>Drawer</sup> Page 487.

ALL AND SINGULAR, all that certain piece, parcel or lot of land containing 4.90 acres, more or less, shown as Phase I on a survey by Robert L. Bellamy & Associates, Inc., dated August 28, 1985, and revised January 14, 1986, entitled, "Map of the West Living Tower & the Support Building for Covenant Towers located on the Northwest side of the Old Little River Road near Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina" recorded in the office of the Clerk of Court for Horry County, in Plat Book 89 at Page 145. The property is described by metes and bounds as follows:

COMMENCING at a corner on the margin of Little River Road common to Benton Park Subdivision N 40° 44' W 1003' to a point; thence N 45° 34' E 144.47' to a point; thence S 71° 45' E 502.16' to a point; thence N 8° 15' E 99' to a point; thence S 71° 45' E 158' to a point; thence N 82° 15' E 162' to a point; thence N 52° 09' 19" W 69.18' to a point; thence N 26° 45' W 173' to a point; thence S 81° 15' W 75' to a point; thence S 8° 45' E 62.00' to a point; thence S 74° 45' E 139.65' to a point on the margin of Little River Road; thence S 34° 34' W 234.21' to the point of beginning.



STATE OF SOUTH CAROLINA    )  
                                      )  
COUNTY OF HORRY            )

PERSONALLY appeared before me Anne Anderson  
and made oath that s/he saw the within named MYRTLE BEACH RETIREMENT  
GROUP, INC., by W. L. Williams, Its  
President, and James E. Jordan, Its Secretary,  
Sign, Seal and as the Corporate Act and Deed deliver the within  
written MASTER DEED; and that s/he with John E. Copeland  
witnessed the execution thereof and saw the Corporate Seal thereto  
affixed.

Anne Anderson

SWORN to before me this 5th  
day of February, 1986.  
John E. Copeland (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 7/10/89

January 28, 1986

TO WHOM IT MAY CONCERN:

Re: Covenant Towers Horizontal Property Regime  
Myrtle Beach, South Carolina  
Phase I

The attached plans, consisting of Drawings A-1 through A-27 (Architectural); S-1 through S-10 (Structural); M-1 through M-7 (Mechanical); P-1 through P-7 (Plumbing); and E-1 through E-17 (Electrical), with a "Released for Construction" date of June 28, 1984, by Larry B. Spencer, AIA, Architect, formerly of 2279 Brockett Road, Tucker, Georgia, 30084, now 1073 Mistletoe Road, Decatur, Georgia, 30033, for Covenant Towers Horizontal Property Regime, Myrtle Beach, South Carolina, fully depict within reasonable and construction tolerances, the layout, location, number, letter, identification and dimensions of the building and dwellings contained therein.

Date: January 28, 1986

LARRY B. SPENCER, AIA, Architect

By: 

EXHIBIT A  
NARRATIVE PORTION

TO

MASTER DEED

COVENANT TOWERS HORIZONTAL PROPERTY REGIME

NOTE: Exhibit A is a survey showing the location of the building and other improvements, a set of floor plans of the building which shows graphically the dimensions, area and location of each unit therein, and the dimensions, area and location of the Common Elements affording access to each unit. Both plat and plans are recorded in Condominium Cabinet 89 in Drawer 145, records of Horry County, South Carolina. Said Exhibit further includes the following:

The building designated Phase I contains seventy-nine (79) residential units. Floors are numbered one (1) through five (5). All units in Phase I begin with the designation of the letter "W". Units W-101, W-102, W-103, W-104, W-105, W-106, W-107, W-108, W-109, W-110, W-111, W-112, W-115, W-117 and W-119 are located on the first floor. Units W-201, W-202, W-203, W-204, W-205, W-206, W-207, W-208, W-209, W-210, W-211, W-212, W-214, W-215, W-217 and W-219 are located on the second floor. Units W-301, W-302, W-303, W-304, W-305, W-306, W-307, W-308, W-309, W-310, W-311, W-312, W-314, W-315, W-317 and W-319 are located on the third floor. Units W-401, W-402, W-403, W-404, W-405, W-406, W-407, W-408, W-409, W-410, W-411, W-412, W-414, W-415, W-417 and W-419 are located on the fourth floor. Units W-501, W-502, W-503, W-504, W-505, W-506, W-507, W-508, W-509, W-510, W-511, W-512, W-514, W-515, W-517 and W-519 are located on the fifth floor. There is a lobby area located on the first floor of the building which contains two (2) elevators which serve the building. The lobby and elevators are located in the approximate center of the building. There are sets of stairs located at either end of the building which also serve the building. There are storage rooms, laundry rooms and garbage chutes, in addition to the residential units located on each floor. In addition, the first floor contains mechanical rooms which serve the building. All units contain a stove, hood and refrigerator. In addition, all units except units W-103, W-110, W-117, W-203, W-212, W-217, W-303, W-312, W-317, W-403, W-412, W-417, W-503, W-512, and W-517, which units are also referred to as "alcove units", contain a disposal and dishwasher.

Access to all residential units is by way of the elevators or stairs located in the building which lead to hallways through which direct access to the units is afforded.

All areas other than the interior of each unit shall be considered as Common Elements. The survey by Robert L. Bellamy & Associates recorded as a part of this Exhibit A shall control over the plans as to the actual ground location of the improvements.

EXHIBIT A  
NARRATIVE PORTION  
TO  
MASTER DEED  
COVENANT TOWERS HORIZONTAL PROPERTY REGIME

NOTE: Exhibit A is a survey showing the location of the building and other improvements, a set of floor plans of the building which shows graphically the dimensions, area and location of each unit therein, and the dimensions, area and location of the Common Elements affording access to each unit. Both plat and plans are recorded in Condominium Cabinet 89 in Drawer 145, records of Horry County, South Carolina. Said Exhibit further includes the following:

The building designated Phase I contains seventy-nine (79) residential units. Floors are numbered one (1) through five (5). All units in Phase I begin with the designation of the letter "W". Units W-101, W-102, W-103, W-104, W-105, W-106, W-107, W-108, W-109, W-110, W-111, W-112, W-115, W-117 and W-119 are located on the first floor. Units W-201, W-202, W-203, W-204, W-205, W-206, W-207, W-208, W-209, W-210, W-211, W-212, W-214, W-215, W-217 and W-219 are located on the second floor. Units W-301, W-302, W-303, W-304, W-305, W-306, W-307, W-308, W-309, W-310, W-311, W-312, W-314, W-315, W-317 and W-319 are located on the third floor. Units W-401, W-402, W-403, W-404, W-405, W-406, W-407, W-408, W-409, W-410, W-411, W-412, W-414, W-415, W-417 and W-419 are located on the fourth floor. Units W-501, W-502, W-503, W-504, W-505, W-506, W-507, W-508, W-509, W-510, W-511, W-512, W-514, W-515, W-517 and W-519 are located on the fifth floor. There is a lobby area located on the first floor of the building which contains two (2) elevators which serve the building. The lobby and elevators are located in the approximate center of the building. There are sets of stairs located at either end of the building which also serve the building. There are storage rooms, laundry rooms and garbage chutes, in addition to the residential units located on each floor. In addition, the first floor contains mechanical rooms which serve the building. All units contain a stove, hood and refrigerator. In addition, all units except units W-103, W-110, W-117, W-203, W-212, W-217, W-303, W-312, W-317, W-403, W-412, W-417, W-503, W-512, and W-517, which units are also referred to as "alcove units", contain a disposal and dishwasher.

Access to all residential units is by way of the elevators or stairs located in the building which lead to hallways through which direct access to the units is afforded.

All areas other than the interior of each unit shall be considered as Common Elements. The survey by Robert L. Bellamy & Associates recorded as a part of this Exhibit A shall control over the plans as to the actual ground location of the improvements.

## EXHIBIT B

PERCENTAGE INTEREST IN GENERAL  
AND  
LIMITED COMMON ELEMENTS  
COVENANT TOWERS HORIZONTAL PROPERTY REGIME

Schedule of percentage of undivided interest in the general common elements and limited common elements appurtenant to units in Covenant Towers Horizontal Property Regime, including Phase I and Phase II, if Phase II is later constructed and submitted. Statutory value is for statutory purposes only and has no relationship to the actual value of each unit. The percentage has been determined by the ratio of the value of the individual unit as the same bears to the whole property (which values have been assigned in accordance with the statutory requirements) all of which are as follows:

UNIT NO.	PHASE	STATUTORY VALUE	PERCENTAGE INTEREST PHASE I	PERCENTAGE INTEREST PHASE I & II
W-101	I	102,529.41	.0168	.0083
W-102	I	102,529.41	.0168	.0083
W-103	I	41,500.00	.0068	.0037
W-104	I	70,183.82	.0115	.0057
W-105	I	70,183.82	.0115	.0057
W-106	I	70,183.82	.0115	.0057
W-107	I	70,183.82	.0115	.0057
W-108	I	89,713.24	.0147	.0072
W-109	I	89,713.24	.0147	.0072
W-110	I	87,272.06	.0143	.0071
W-111	I	89,713.24	.0147	.0072
W-112	I	102,529.41	.0168	.0083
W-115	I	70,183.82	.0115	.0057
W-117	I	41,500.00	.0068	.0037
W-119	I	102,529.41	.0168	.0083
W-201	I	102,529.41	.0168	.0083
W-202	I	102,529.41	.0168	.0083
W-203	I	41,500.00	.0068	.0037
W-204	I	70,183.82	.0115	.0057
W-205	I	70,183.82	.0115	.0057
W-206	I	70,183.82	.0115	.0057
W-207	I	70,183.82	.0115	.0057
W-208	I	89,713.24	.0147	.0072
W-209	I	89,713.24	.0147	.0072
W-210	I	70,183.82	.0115	.0057
W-211	I	89,713.24	.0147	.0072
W-212	I	41,500.00	.0068	.0037
W-214	I	102,529.41	.0168	.0083
W-215	I	70,183.82	.0115	.0057
W-217	I	41,500.00	.0068	.0037
W-219	I	102,529.41	.0168	.0083
W-301	I	102,529.41	.0168	.0083
W-302	I	102,529.41	.0168	.0083
W-303	I	41,500.00	.0068	.0037
W-304	I	70,183.82	.0115	.0057
W-305	I	70,183.82	.0115	.0057
W-306	I	70,183.82	.0115	.0057
W-307	I	70,183.82	.0115	.0057
W-308	I	89,713.24	.0147	.0072
W-309	I	89,713.24	.0147	.0072
W-310	I	70,183.82	.0115	.0057
W-311	I	89,713.24	.0147	.0072
W-312	I	41,500.00	.0068	.0037
W-314	I	102,529.41	.0168	.0083
W-315	I	70,183.82	.0115	.0057



UNIT NO.	PHASE	STATUTORY VALUE	PERCENTAGE INTEREST PHASE I	PERCENTAGE INTEREST PHASE I & II
W-317	I	41,500.00		
W-319	I	102,529.41	.0068	.0037
			.0168	.0083
W-401	I	102,529.41	.0168	.0083
W-402	I	102,529.41	.0168	.0083
W-403	I	41,500.00	.0068	.0037
W-404	I	70,183.82	.0115	.0057
W-405	I	70,183.82	.0115	.0057
W-406	I	70,183.82	.0115	.0057
W-407	I	70,183.82	.0115	.0057
W-408	I	89,713.24	.0147	.0072
W-409	I	89,713.24	.0147	.0072
W-410	I	70,183.82	.0115	.0057
W-411	I	89,713.24	.0147	.0072
W-412	I	41,500.00	.0068	.0037
W-414	I	102,529.41	.0168	.0083
W-415	I	70,183.82	.0115	.0057
W-417	I	41,500.00	.0068	.0037
W-419	I	102,529.41	.0168	.0083
W-501	I	102,529.41	.0168	.0083
W-502	I	102,529.41	.0168	.0083
W-503	I	41,500.00	.0068	.0037
W-504	I	70,183.82	.0115	.0057
W-505	I	70,183.82	.0115	.0057
W-506	I	70,183.82	.0115	.0057
W-507	I	70,183.82	.0115	.0057
W-508	I	89,713.24	.0147	.0072
W-509	I	89,713.24	.0147	.0072
W-510	I	70,183.82	.0115	.0057
W-511	I	89,713.24	.0147	.0072
W-512	I	41,500.00	.0068	.0037
W-514	I	102,529.41	.0168	.0083
W-515	I	70,183.82	.0115	.0057
W-517	I	41,500.00	.0068	.0037
W-519	I	102,529.41	.0168	.0083
E-101	II	102,529.41		.0083
E-102	II	102,529.41		.0083
E-103	II	41,500.00		.0037
E-104	II	41,500.00		.0037
E-105	II	70,183.82		.0057
E-106	II	70,183.82		.0057
E-107	II	89,713.24		.0072
E-108	II	89,713.24		.0072
E-109	II	89,713.24		.0072
E-110	II	70,183.82		.0057
E-111	II	70,183.82		.0057
E-112	II	70,183.82		.0057
E-114	II	102,529.41		.0083
E-115	II	70,183.82		.0057
E-117	II	41,500.00		.0037
E-119	II	102,529.41		.0083
E-201	II	102,529.41		.0003
E-202	II	102,529.41		.0083
E-203	II	41,500.00		.0037
E-204	II	41,500.00		.0037
E-205	II	70,183.82		.0057
E-206	II	70,183.82		.0057
E-207	II	89,713.24		.0072
E-208	II	89,713.24		.0072
E-209	II	89,713.24		.0072
E-210	II	70,183.82		.0057
E-211	II	70,183.82		.0057
E-212	II	70,183.82		.0057

UNIT NO.	PHASE	STATUTORY VALUE	PERCENTAGE INTEREST PHASE I	PERCENTAGE INTEREST PHASE I & II
E-214	II	102,529.41		
E-215	II	70,183.82		.0083
E-217	II	41,500.00		.0057
E-219	II	102,529.41		.0037
				.0083
E-301	II	102,529.41		
E-302	II	102,529.41		.0083
E-303	II	41,500.00		.0083
E-304	II	41,500.00		.0037
E-305	II	70,183.82		.0037
E-306	II	70,183.82		.0057
E-307	II	89,713.24		.0057
E-308	II	89,713.24		.0072
E-309	II	89,713.24		.0072
E-310	II	70,183.82		.0072
E-311	II	70,183.82		.0057
E-312	II	70,183.82		.0057
E-314	II	102,529.41		.0057
E-315	II	70,183.82		.0083
E-317	II	41,500.00		.0057
E-319	II	102,529.41		.0037
				.0083
E-401	II	102,529.41		
E-402	II	102,529.41		.0083
E-403	II	41,500.00		.0083
E-404	II	41,500.00		.0037
E-405	II	70,183.82		.0037
E-406	II	70,183.82		.0057
E-407	II	89,713.24		.0057
E-408	II	89,713.24		.0072
E-409	II	89,713.24		.0072
E-410	II	70,183.82		.0072
E-411	II	70,183.82		.0057
E-412	II	70,183.82		.0057
E-414	II	102,529.41		.0057
E-415	II	70,183.82		.0083
E-417	II	41,500.00		.0057
E-419	II	102,529.41		.0037
				.0083
E-501	II	102,529.41		
E-502	II	102,529.41		.0083
E-503	II	41,500.00		.0083
E-504	II	41,500.00		.0037
E-505	II	70,183.82		.0037
E-506	II	70,183.82		.0057
E-507	II	89,713.24		.0057
E-508	II	89,713.24		.0072
E-509	II	89,713.24		.0072
E-510	II	70,183.82		.0072
E-511	II	70,183.82		.0057
E-512	II	70,183.82		.0057
E-514	II	102,529.41		.0057
E-515	II	70,183.82		.0083
E-517	II	41,500.00		.0057
E-519	II	102,529.41		.0037
				.0083
TOTALS		12,224,191.04	100.0000*	100.0000*

\*Rounded from 99.95% to 100%

41148  
COP  
AMENDMENT TO MASTER DEED FOR COVENANT TOWERS HORIZONTAL  
PROPERTY REGIME, SAID MASTER DEED BEING DATED  
FEBRUARY 5, 1986, AND RECORDED FEBRUARY 19, 1986, IN DEED BOOK 1027 AT PAGES  
246-293, RECORDS OF HORRY COUNTY, SC  
ELLIE G. RICHARDSON  
CLERK OF COURT

Pursuant to the terms and conditions of the aforesaid Master Deed and related documents recorded February 19, 1986, in Deed Book 1027 at Pages 246-293, records of Horry County, South Carolina, Myrtle Beach Retirement Group, Inc., herein and hereby amends the said Master Deed and related documents as set out herein for the purpose of submitting Phase II to Covenant Towers Horizontal Property Regime.

Therefore, Myrtle Beach Retirement Group, Inc., having its principal office at Myrtle Beach, County of Horry, State of South Carolina, herein-after referred to as the GRANTOR, as the sole owner in fee-simple of the land and improvements hereinafter described, does hereby make, declare and submit the lands and buildings hereinbelow described (Phase II), together with all other improvements thereon, including all easements, rights and appurtenances thereto belonging, to a Horizontal Property Regime (sometimes termed "condominium" ownership to be known as Covenant Towers Horizontal Property Regime) in the manner provided for by Section 27-31-10 through 27-31-300 (both inclusive) of Chapter 31 entitled, "Horizontal Property Act of the 1976 Code of Laws of South Carolina" as amended, and as provided for in the Master Deed creating Covenant Towers Horizontal Property Regime, dated February 5, 1986, and recorded February 19, 1986, in Deed Book 1027 at Pages 246-293, records of Horry County.

Article I of said Master Deed is amended to add the following:

The lands which are hereby submitted to the Horizontal Property Regime are described on Exhibit "A" attached hereto.

Article II is hereby amended to add thereto the following:

"Further, annexed hereto and expressly made a part hereof, is a survey showing location of the buildings and other improvements of Phase II which shows graphically the dimensions, and location of COMMON ELEMENTS affording access to each DWELLING. Each DWELLING identified by specific number on said survey, and no DWELLING bears the same designation as any other DWELLING. Said survey is recorded in the office of the Clerk of Court for Horry County, South Carolina, in Plat Book 91 at Page 141.

GENERALLY: The said Master Deed is further amended in all particulars, generalities and references so as to reflect and include the submission of the said Phase II to Covenant Towers Horizontal Property Regime, so that all of the properties described in Article I of said Master Deed, together with the properties described herein shall be subjected to and constitute Covenant Towers Horizontal Property Regime.

IN WITNESS WHEREOF, Myrtle Beach Retirement Group, Inc. has caused these presents to be executed this 27th day of June, 1986.

In the Presence of:

MYRTLE BEACH RETIREMENT GROUP, INC.

Anne Anderson

By: Gary R. Craven  
Gary R. Craven, President

James E. Jordan

Attest: James E. Jordan  
James E. Jordan, Secretary

HORRY COUNTY ASSESSOR  
NEW PARCEL 174-00-01-086 thru 165  
SPLIT FROM 174-00-01-085  
Map Elk Parcel 7/3/86

BOOK 1027 PAGE 865

865

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PERSONALLY appeared before me the undersigned witness, who, being duly sworn, states and deposes that s/he saw the within named Myrtle Beach Retirement Group, Inc. by Gary R. Craven, its President and James E. Jordan, its Secretary, Sign, Seal and as its corporate Act and Deed, deliver the within written Amendment to Master Deed; and that s/he with the undersigned notary witnessed the execution thereof.

Anne Anderson

SWORN to before me this 27th  
day of June, 1986.

James E. Jordan (LS)  
Notary Public for South Carolina  
My Commission expires: 7/10/89

1001017-1338

866

EXHIBIT "A"

ALL AND SINGULAR, all that certain piece, parcel or lot of land containing 2.81 acres, more or less, shown as Phase II on a survey by Robert L. Bellamy and Associates, Inc., Consulting Engineers, Planners & Surveyors entitled, "Map of The West Living Tower & The Support Building for Covenant Towers located on the Northwest side of the Old Little River Road, near Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina," dated August 28, 1985, revised January 14, 1986, to show Phase I, II and Support Center and further revised on June 28, 1986, to show improvements on Phase II, said map recorded in the office of the Clerk of Court for Horry County, South Carolina, in Plat Book 91 at Page 141. The property is described by metes and bounds as follows:  
COMMENCING at a point located on the margin of Old Little River Road which is common to Phase I and commencing therefrom S 74° 45' E 139.65' to a point; thence S 8° 45' E 62.00' to a point; thence containing S 8° 45' E 69.00' to a point; thence S 18° 15' W 212.00' to a point; thence S 71° 45' E 158' to a point; thence North 8° 15' E 99' to a point; thence S 71° 45' E 480' to a point on the margin of Old Little River Road; thence S 34° 34' W 438.06' to the point of beginning.

10-16-87

867



COVENANT TOWERS, A HORIZONTAL PROPERTY REGIME

EXHIBIT "B" - NARRATIVE PORTION (PHASE II)

TO

MASTER DEED

NOTE: Exhibit "B" is a survey showing the location of the buildings and other improvements, a set of floor plans of the building which shows graphically the dimensions, area and location of each unit therein, and the dimensions, area and location of the Common Elements affording access to each unit. Both plat and plans are recorded in Condominium Cabinet B in Drawer 520, records of Horry County, South Carolina. Said Exhibit further includes the following:

The building designated Phase II contains eighty (80) residential units. Floors are numbered one (1) through five (5). All units in Phase II begin with the designation of the letter "E". Units E-101, E-102, E-103, E-104, E-105, E-106, E-107, E-108, E-109, E-110, E-111, E-112, E-114, E-115, E-117 and E-119 are located on the first floor. Units E-201, E-202, E-203, E-204, E-205, E-206, E-207, E-208, E-209, E-210, E-211, E-212, E-214, E-215, E-217 and E-219 are located on the second floor. Units E-301, E-302, E-303, E-304, E-305, E-306, E-307, E-308, E-309, E-310, E-311, E-312, E-314, E-315, E-317 and E-319 are located on the third floor. Units E-401, E-402, E-403, E-404, E-405, E-406, E-407, E-408, E-409, E-410, E-411, E-412, E-414, E-415, E-417 and E-419 are located on the fourth floor. Units E-501, E-502, E-503, E-504, E-505, E-506, E-507, E-508, E-509, E-510, E-511, E-512, E-514, E-515, E-517 and E-519 are located on the fifth floor. There is a lobby area located on the first floor of the building which contains two (2) elevators which serve the building. The lobby and elevators are located in the approximate center of the building. There are sets of stairs located at either end of the building which also serve the building. There are storage rooms, laundry rooms and garbage chutes, in addition to the residential units located on each floor. In addition, the first floor contains mechanical rooms which serve the building. All units contain a stove, hood and refrigerator. In addition, all units except Units E-103, E-104, E-117, E-203, E-204, E-217, E-303, E-304, E-317, E-403, E-404, E-417, E-503, E-504 and E-517, which units are also referred to as "alcove units", contain a disposal and dishwasher.

Access to all residential units is by way of the elevators or stairs located in the building which lead to hallways through which direct access to the units is afforded.

All areas other than the interior of each unit shall be considered as Common Elements. The survey by Robert L. Bellamy & Associates recorded as a part of this Exhibit "B" shall control over the plans as to the actual ground location of the improvements.

86-115

100-10-7-1-10

868

CORPORATE RESOLUTION

The undersigned, comprising all of the members of the Board of Directors of Myrtle Beach Retirement Group, Inc., do hereby confirm and ratify the execution by Gary R. Craven as President and James E. Jordan as Secretary, of the Amendment to Master Deed submitting Phase II to the Covenant Towers Horizontal Property Regime, and does further confirm all Deeds of conveyances executed by the President or Vice President and Secretary for individual condominium units to the purchasers of same and other related closing documents which may be necessary or desirable to conclude the sale of the units pursuant to the terms and conditions of the Contracts of Sale for same.

Anne Anderson  
Steve Miller  
(as to Jordan and Craven)

Wally H. Hickey  
Anne Anderson  
(as to Humphries)

Wally H. Hickey  
Steve Anderson  
(as to Williams)

Wally H. Hickey  
John F. Smith  
(as to Shaw)

James E. Jordan  
Gary R. Craven

J. Leonard Humphries

W. L. Williams

Jack E. Shaw



# LARRY B. SPENCER, AIA, ARCHITECT

1073 Mistletoe Road • Decatur, Georgia 30033 • (404) 320-7872

June 5, 1986

TO WHOM IT MAY CONCERN:

Re: Covenant Towers Horizontal Property Regime  
Myrtle Beach, South Carolina, Phase II

The attached plans consisting of Drawings (See Exhibit "A" Attachment) by Larry B. Spencer, AIA, Architect, formerly of 2279 Brockett Road, Tucker, Georgia, 30084, now 1073 Mistletoe Road, Decatur, Georgia, 30033, for Covenant Towers Horizontal Property Regime, Myrtle Beach, South Carolina, to the best of my knowledge, information and belief, fully depict with reasonable and construction tolerances, the layout, location, number, letter, identification and dimensions of the building and dwellings contained therein.

DATED: June 5, 1986

LARRY B. SPENCER, AIA, Architect

BY:

  
Larry B. Spencer



BOOK 167 PAGE 870

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EXHIBIT "A"  
TO  
CERTIFICATION OF PLANS  
IDENTIFICATION OF PLANS

The "Plans" are the drawings for Covenant Towers of Myrtle Beach, prepared by Larry B. Spencer, AIA, Architect of 1073 Mistletoe Road, Decatur, Georgia 30033, consisting of thirty-seven (37) pages identified as follows:

<u>Sheet</u>	<u>Released For Construction</u>	<u>Last Revision Date</u>
A-1	June 28, 1984	October 10, 1984
A-16	June 28, 1984	September 6, 1984
A-17	June 28, 1984	No Revisions
A-18	June 28, 1984	September 6, 1984
A-19	June 28, 1984	No Revisions
A-20	June 28, 1984	February 22, 1985
A-20A	June 28, 1984	No Revisions
A-21	June 28, 1984	No Revisions
A-22	June 28, 1984	No Revisions
A-23	June 28, 1984	No Revisions
A-24	June 28, 1984	No Revisions
A-25	June 28, 1984	No Revisions
A-25A	June 28, 1984	No Revisions
A-26	June 28, 1984	No Revisions
A-27	June 28, 1984	No Revisions
S-1A	June 28, 1984	No Revisions
S-2A	June 28, 1984	March 1, 1985
S-3A	June 28, 1984	March 1, 1985
S-4A	June 28, 1984	March 1, 1985
S-5A	June 28, 1984	March 1, 1985
M-4	June 28, 1984	March 1, 1985
M-5	June 28, 1984	No Revisions
M-6	June 28, 1984	No Revisions
M-7	June 28, 1984	No Revisions
P-4	June 28, 1984	October 10, 1984
P-5	June 28, 1984	No Revisions
P-6	June 28, 1984	No Revisions
P-7	June 28, 1984	No Revisions
E-1	June 28, 1984	No Revisions
E-9	June 28, 1984	October 10, 1984
E-10	June 28, 1984	No Revisions
E-11	June 28, 1984	No Revisions
E-13	June 28, 1984	No Revisions
E-14	June 28, 1984	No Revisions
E-15	June 28, 1984	No Revisions
E-16	June 28, 1984	No Revisions
E-17	June 28, 1984	No Revisions
		October 2, 1984

BOOK 16-7 PAGE 671

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FILED  
HORRY COUNTY

APR 11 PM 2:09

STATE OF SOUTH CAROLINA  
COUNTY OF HORRYAMENDMENT TO MASTER DEED AND BY  
LAWS FOR COVENANT TOWERS HORIZONTAL  
PROPERTY REGIME

WHEREAS the Master Deed and By Laws for Covenant Towers Horizontal Property Regime was filed for record in the Office of the Clerk of the Court for Horry County, South Carolina, on February 19, 1986 in Real Estate Deed Book 1027 at pages 246 through 293;

WHEREAS the said Master Deed was amended and supplemented to add Phase II property to the said Covenant Towers Horizontal Property Regime; and

WHEREAS on May 19, 1987, at a special meeting of the members of the Covenant Towers Homeowners Association, at which the Chairman of the meeting determined that a quorum was present and that in person or represented by proxy, 82.3% of the membership was present; and

WHEREAS Article XXIX of the Master Deed and By Laws provide that Master Deed and By Laws can be amended by vote of the members of the association by an affirmative vote of all the co-owners of sixty seven (67%) percent; and

WHEREAS upon Motion duly made and appropriately seconded, and after a vote by the Association membership, either in person, or by proxy, it was resolved that the Master Deed and By Laws be amended as hereinafter expressly set forth;

NOW, THEREFORE in consideration of the sum of Five (\$5.00) Dollars and the recitation as set out above, Covenant Towers Homeowners Association, Inc., by and through its duly elected and authorized officers does hereby and herewith amend the Master Deed, as it may have been, supplemented, or amended, as follows:

1. XXII, page 10, the second word in paragraph 2., is presently 'will'. The word 'will' is hereby stricken, and there is substituted in its place the word 'may', and so the new text of that paragraph will read as follows:

ASSOCIATION may provide the following services for the residents of the facility:

2. Further, under that same provision, and on that same page, the words, 'Ad valorem taxes on all DWELLINGS' will be deleted in its entirety. It will be the true intention of the Homeowners Association that Ad valorem taxes on all DWELLINGS would be paid by the owner of any dwelling or dwellings.

IN WITNESS WHEREOF, Covenant Towers Homeowners Association, Inc. has caused these presents to be executed this 10th day of March, 1988.

In the Presence of

COVENANT TOWERS HOMEOWNERS  
ASSOCIATION, INC.

Michael David J.

John Pruitt, President

Michael W. Battle

Attest:

George N. McGrath, Jr., Secretary

HORRY COUNTY ASSESSOR

117-00-01-005 thru 165

Map

Blk

Parcel

4/12/88

195



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

PERSONALLY appeared before me the undersigned witness,  
who, being duly sworn, states and deposes that s/he saw the  
within named Covenant Towers Homeowners Association, Inc. by  
John Pruitt, its President and \_\_\_\_\_ its  
Secretary, Sign, Seal and as its corporate notary deliver  
the within written Amendment to Master Deed and By Laws; and that  
s/he with the undersigned notary witnessed the execution thereof.

Michael Gray

SWORN to before me this 10th  
day of March, 1988

W. D. P. Butler (L.S.)  
Notary Public for South Carolina  
My Commission expires 12/31/91

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

AMENDMENT TO THE MASTER DEED FOR  
COVENANT TOWERS HOMEOWNERS  
ASSOCIATION, INC. (ORIGINAL RECORDED IN DEED  
BOOK 1027 AT PAGE 246).

**(OCCUPANCY RESTRICTION FOR AGE QUALIFIED COMMUNITY)**

WHEREAS, The Master Deed for Covenant Towers Homeowners Association, Inc. ("Covenant Towers" and "Association") was filed in the Office of the Registry of Deeds for Horry County in Deed Book 1027 at Page 246 on February 19, 1986; and

WHEREAS, Article XXIX provides that the Master Deed may be amended by "affirmative vote of all the co-owners of Sixty-Seven (67%) percent of the total interest in the Common Elements and Limited Common Elements . . . ." and

WHEREAS, it is the intent of the Association to amend the Master Deed to formally declare Covenant Towers as a community of "housing for older persons," as that term is defined in the Federal Fair Housing Act.

WHEREAS, the Association, having met the aforementioned requirements of the Master Deed, seeks to amend the Master Deed as set forth herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Association declares that the Master Deed is amended as follows effective as of the date of recording of this instrument:

**Article XV is hereby amended by adding the following:**

**Section 15.1 Use, Occupancy, and Transfer of Interests in Units.**

**(a) Occupancy of Units**

- i. General. The Units within this Community are intended for the housing of persons 55 years of age or older. In addition, certain exceptions may be made pursuant to Section 15.1(a)(ii)(D). The provisions of this Section are intended to be consistent with, and are set forth in order to comply with, the Fair Housing Act, 42 U.S.C. Sec. 3601, *et seq.*, and the South Carolina Fair Housing Law, S.C. Code Ann. Sec. 31-21-10, *et seq.* The Association, acting through its Board, shall have the power to amend this Section 15.1(a), without the consent of the Members or any other Person, for the purpose of making this Section consistent with the Fair Housing Acts, the regulations adopted pursuant thereto, and any judicial decisions arising thereunder or otherwise relating thereto, in order to maintain the intent and enforceability of this Section.

- ii. Restrictions on Unit Occupancy

- A. Except as may otherwise may be permitted pursuant to this Section and Section 15.1(a)(ii)(D), each occupied Unit shall at all times have as a permanent occupant a person or persons of at least 55 years of age or older.

- B. For purposes of this Section, a Unit shall be deemed to be "occupied" by any person who stays overnight in the Unit more than 21 days in any 60-day period or more than 30 days in any 12-month period.
  - C. Nothing in this Section 15.1(a) is intended to restrict the ownership or transfer of title to any Unit; however, no Owner may occupy the Unit unless the requirements of this Section 15.1(a) are met, nor shall any Owner permit occupancy of the Unit in violation of this Section 15.1(a). Owners shall be responsible for (1) including a statement that the Units within the Community are intended for the housing of persons 55 years of age or older, as set forth in Section 15.1(a)(i), in conspicuous type in any lease or other occupancy agreement or contract of sale relating to such Owner's Unit, which agreements or contracts shall be in writing and signed by the tenant or purchaser, and (2) clearly disclosing such intent to any prospective tenant, purchaser, or other potential occupant of any Unit. Every lease of a Unit shall provide that failure to comply with the requirements and restrictions of this Section 15.1 shall constitute a default under the lease.
  - D. Any Owner, in writing, may request that the Board of Directors make an exception to the requirements of this Section 15.1(a)(ii) with respect to his or her Unit. The Board of Directors may, but shall not be obligated to, grant exceptions in its sole discretion, provided that the requirements for exemption from the Fair Housing Acts would still be met and provided, further, that the Board shall not grant any exception to the minimum age requirement set forth in Section 15.1(a)(ii)(B).
- iii. Change in Occupancy; Notification. In the event of any change in occupancy of any Unit as a result of transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location of permanent residence, or otherwise, the Owner of the Unit shall immediately notify the Board in writing and provide to the Board the names and ages of all current occupants of the Unit and such other information as the Board may reasonably require to verify the age of each occupant. In the event that an Owner fails to notify the Board and provide all required information within ten (10) days after a change in occupancy occurs, the Association shall be authorized to levy monetary fines against the Owner and the Unit for each day after the change in occupancy occurs until the Association receives the required notice and information, regardless of whether the occupants continue to meet the requirements of this Section 15.1(a), in addition to all other remedies available to the Association under this Declaration and state law.
  - iv. Monitoring Compliance; Appointment of Attorney-in-Fact.
    - A. The Association shall maintain age records on all occupants of Units. The Board shall adopt and publish policies, procedures and rules to monitor and maintain compliance with this Section 15.1(a), including policies regarding visitors, updating of age records, the granting of exemptions pursuant to Section 15.1(a)(ii)(D), and enforcement. The Association shall periodically distribute such policies, procedures and rules to Owners and make copies available to Owners, their tenants, and Mortgagees upon reasonable request.

B. The Association shall have the power and authority to enforce this Section 15.1(a) in any legal manner available, and the Board shall take such action as the Board deems necessary and appropriate to monitor compliance and enforce this Section 15.1(a), in order to preserve its ability to enforce this Section 15.1(a) and the Community's eligibility for exemption from the Fair Housing Acts. Such action may include, without limitation, conducting a census of the occupants of the Units, requiring copies of birth certificates or other proof of age for each occupant of any Unit which is not in compliance with the requirements and restrictions of this Section 15.1(a). EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT, OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER UNIT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS SECTION 15.1(a). EACH OWNER SHALL FULLY AND TRUTHFULLY RESPOND TO ANY AND ALL REQUESTS BY THE ASSOCIATION FOR INFORMATION REGARDING THE OCCUPANCY OF HIS OR HER UNIT THAT, IN THE JUDGMENT OF THE BOARD, ARE REASONABLY NECESSARY TO MONITOR COMPLIANCE WITH THIS SECTION 15.1(a).

C. Each Owner shall be responsible for ensuring compliance of its Unit with the requirements and restrictions of this Section and the rules of the Association adopted hereunder by itself and by its tenants and other occupants of its Unit. EACH OWNER, BY ACCEPTANCE OF TITLE TO A UNIT, AGREES TO INDEMNIFY, DEFEND, AND HOLD THE ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND CAUSES OF ACTION THAT MAY ARISE FROM FAILURE OF SUCH OWNER'S UNIT TO SO COMPLY.

IN WITNESS WHEREOF, the Association has by its duly authorized officer set its hand and seal this 18<sup>th</sup> day of July, 2014 (the "Execution Date"), and by doing so acknowledges and affirms that the amendment requirements of the Master Deed have been met and therefore the provisions contained in this Amendment have been duly approved and authorized by the Members of the Association.

**WITNESSES:**

[Signature]  
(witness #1)  
[Signature]  
(witness #2)

**ASSOCIATION:**

**Covenant Towers Homeowners Association, Inc.**

By: [Signature]  
Print Name: William F. Carpenter  
Its: President

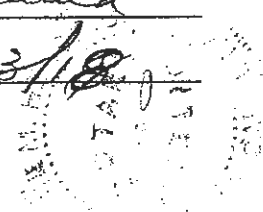
STATE OF SOUTH CAROLINA )  
COUNTY OF Horry )

**ACKNOWLEDGEMENT**

I, Debbie M. Hendrick, a Notary Public for the State of South Carolina, do hereby certify that Covenant Towers Homeowners Association, Inc., by William F. Carpenter, its President personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Given under my hand and official seal this 18<sup>th</sup> day of July, 2014.

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 8/13/18





IN WITNESS WHEREOF, the Association has by its duly authorized officer set its hand and seal this 18th day of July, 2014 (the "Execution Date"), and by doing so acknowledges and affirms that the amendment requirements of the Master Deed have been met and therefore the provisions contained in this Amendment have been duly approved and authorized by the Members of the Association.

**WITNESSES:**

[Signature]  
(witness #1)  
[Signature]  
(witness #2)

**ASSOCIATION:**

**Covenant Towers Homeowners Association, Inc.**

By: Edmond T Quirke  
Print Name: EDMOND T QUIRKE  
Its: Secretary

STATE OF SOUTH CAROLINA )  
COUNTY OF Horry )

**ACKNOWLEDGEMENT**

I, Debbie M. Hendrick, a Notary Public for the State of South Carolina, do hereby certify that Covenant Towers Homeowners Association, Inc., by Edmond T Quirke its Secretary personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Given under my hand and official seal this 18th day of July, 2014.

Debbie M. Hendrick  
Notary Public for South Carolina  
My Commission Expires: 8/13/18



January 28, 1986

TO WHOM IT MAY CONCERN:

Re: Covenant Towers Horizontal Property Regime  
Myrtle Beach, South Carolina  
Phase I

The attached plans, consisting of Drawings A-1 through A-27 (Architectural); S-1 through S-10 (Structural); M-1 through M-7 (Mechanical); P-1 through P-7 (Plumbing); and E-1 through E-17 (Electrical), with a "Released for Construction" date of June 28, 1984, by Larry B. Spencer, AIA, Architect, formerly of 2279 Brockett Road, Tucker, Georgia, 30084, now 1073 Mistletoe Road, Decatur, Georgia, 30033, for Covenant Towers Horizontal Property Regime, Myrtle Beach, South Carolina, fully depict within reasonable and construction tolerances, the layout, location, number, letter, identification and dimensions of the building and dwellings contained therein.

Date: January 28, 1986

LARRY B. SPENCER, AIA, Architect

By: 

**AMENDMENT #4**

# COVENANT TOWERS

Covenant Towers Homeowners Association, Inc.  
5001 Little River Road  
Myrtle Beach, SC 29577

Legal Description: Covenant Towers Homeowners Association, located off of Little River Road in Myrtle Beach.

Contact Information: (address of association and phone number)  
5001 Little River Road  
Myrtle Beach, SC 29577  
843-692-3836

The Fourth Amendment to the Master Deed of the above named Association was approved for filing on 5-16, 2019.

Robert Ellis - PRESIDENT  
(Signature)

ROBERT ELLIS, President  
(typed name)

STATE OF SOUTH CAROLINA    ) FOURTH AMENDMENT TO THE MASTER  
  ) DEED FOR COVENANT TOWERS  
COUNTY OF HORRY                )

THIS FOURTH AMENDMENT TO THE MASTER DEED FOR COVENANT TOWERS,  
made as of the 8<sup>th</sup> day of May, 2019 by COVENANT TOWERS HOMEOWNERS  
ASSOCIATION, INC., (hereinafter "Association")

WITNESSETH

WHEREAS, Declarant (Myrtle Beach Retirement Group, Inc.) heretofore executed the Master Deed for Covenant Towers dated February 5, 1986 and recorded in the Horry County Register of Deeds Office on February 19, 1986 at Deed Book 1027 at Page 246 (the "Master Deed"); its First Amendment dated June 27, 1986 recorded in the Register of Deeds Office for Horry County on July 2, 1986 in Deed Book 1057 at Page 865; its Second Amendment dated March 10, 1988 and recorded in the Register of Deeds Office for Horry County on April 11, 1998 in Deed Book 1210 at Page 695; and its Third Amendment dated July 18, 2014 and recorded in the Register of Deeds Office for Horry County on July 25, 2014 in Deed Book 3750 at Page 3321.

WHEREAS, Association desires to amend the following Section of the Master Deed of Covenant Towers: Article XVII entitled Condominium To Be Used For Lawful Purposes, Restriction Against Nuisances, Etc.

NOW, THEREFORE, ASSOCIATION HEREBY PUBLISHES AND DECLARES that the Master Deed for Covenant Towers dated February 5, 1986 and recorded in the Horry County Register of Deeds Office on February 19, 1986 at Deed Book 1027 at Page 246 and all exhibits, supplements and amendments thereto are hereby amended as follows in order to amend Article XVII entitled Condominium To Be Used For Lawful Purposes, Restriction Against Nuisances, Etc. which shall be amended to read as follows:

**Master Deed: Article XVII: Condominium To Be Used For Lawful Purposes, Restriction Against Nuisances, Etc.:**

No immoral, improper, offensive or unlawful use shall be made of any DWELLING or of the COMMON ELEMENTS, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the CONDOMINIUM shall be observed. No owner of any DWELLING shall permit or suffer anything to be done or kept in this DWELLING, or on the COMMON ELEMENTS, which will increase the rate of insurance on the CONDOMINIUM, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a DWELLING, or which interferes with the peaceful possession and proper use of any other DWELLING or the COMMON ELEMENTS.

No smoking of any kind, including the use of e-cigarettes shall be permitted anywhere within any structure located on the property of the Association whether said structure is a DWELLING, LIMITED COMMON ELEMENT or COMMON ELEMENT. Smoking shall be restricted to areas so designated by the Board of Directors and shall be subject to the rules and regulations so imposed.

DWELLINGS that are owner occupied as of the date of adoption of this amendment are exempted from this restriction relative to smoking within such Owner's DWELLING until such time as the Owner ceases smoking, sells or otherwise vacates the DWELLING for a period in excess of thirty (3) days; however, this amendment is still in effect relative to such Owner to the extent of the restriction upon smoking within the LIMITED COMMON ELEMENTS and COMMON ELEMENTS.

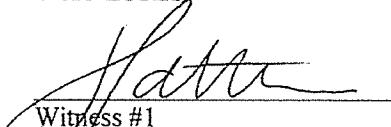
DWELLINGS that are tenant occupied as of the date of adoption of this amendment are exempted from this restriction relative to smoking within the tenant occupied DWELLING until such time as the tenant ceases smoking or otherwise vacates the DWELLING for a period in excess of thirty (30) days; however, this amendment is still in effect relative to such tenant to the extent of the restriction upon smoking within the LIMITED COMMON ELEMENTS and COMMON ELEMENTS.

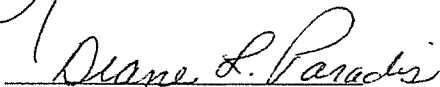
WHEREAS, pursuant to the Master Deed, Article XXIX entitled Amendment of Master Deed, the undersigned President and Secretary of the Association hereby certify, declare and swear that all requirements were met under the Master Deed for the proposal, voting and enacting of this Amendment including but not limited to proper notice of the proposed Amendment, a quorum present, a vote held and passed by owners holding not less than sixty-seven percent (67%) vote of the membership in favor of the proposed amendment and that this Amendment was duly adopted. The undersigned President and Secretary do hereby swear that the agreement of the required parties was lawfully obtained and certify

IN WITNESS WHEREOF, the Association by and through the President of the Association and attested by the Secretary of the Association has executed this Fourth Amendment to the Master Deed this 8<sup>th</sup> day of May 2019.


(signature page to follow)

WITNESSES:

  
Witness #1

  
Notary


COVENANT TOWERS HOMEOWNERS  
ASSOCIATION, INC.

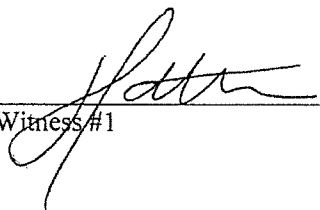
  
Attest: Nancy Reynolds  
Its: Secretary

STATE OF SOUTH CAROLINA    )  
  )    PROBATE  
COUNTY OF HORRY            )

Personally appeared before me the above signed and made oath that (s)he saw the within named Secretary of Covenant Towers Homeowners Association, Inc. sign, seal and as her act and deed, deliver the within foregoing instrument; that deponent with the other witness whose name is subscribed above, witnessed the execution thereof, and that the subscribing witness is not a party to or beneficiary of the transaction.

SWORN to and subscribed before me  
this 8 day of May 2019

  
Notary Public for South Carolina  
Printed Name of Notary: Diane Paradis  
My Commission Expires: 4-10-2028

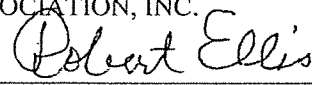
  
Witness #1



WITNESSES:

COVENANT TOWERS HOMEOWNERS  
ASSOCIATION, INC.

  
Witness #1


  
By: Robert Ellis  
Its: President

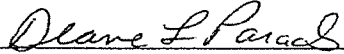
  
Notary

STATE OF SOUTH CAROLINA    )  
  )    PROBATE  
COUNTY OF HORRY            )

Personally appeared before me the above signed and made oath that (s)he saw the within named President of Covenant Towers Homeowners Association, Inc. sign, seal and as his act and deed, deliver the within foregoing instrument; that deponent with the other witness whose name is subscribed above, witnessed the execution thereof, and that the subscribing witness is not a party to or beneficiary of the transaction.

SWORN to and subscribed before me  
this 8 day of May 2019.

  
Witness #1

  
Notary Public for South Carolina

Printed Name of Notary: Diane L. Paradis

My Commission Expires: 7-10-2028

**HORRY COUNTY REGISTER OF DEEDS  
TRANSMITTAL SHEET**

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.**  
**HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY ,**  
**SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Amendment Deed Book

DATE OF INSTRUMENT: ,

DOCUMENT SHALL BE RETURNED TO:

NAME: Moore, Johnson & Saraniti Law Firm, P.A.

ADDRESS:

PO Box 14737

Surfside Beach, SC 29587

TELEPHONE: (843) 650-9757

FAX: (843) 650-9757

E-MAIL ADDRESS: saraniti@grandstrandlawyers.com

Related Document(s): book **1027** , page **246**

**PURCHASE PRICE / MORTGAGE AMOUNT: \$.**

**BRIEF PROPERTY DESCRIPTION: FOURTH AMENDMENT TO THE MASTER DEED FOR**  
**COVENANT TOWERS HOMEOWNERS ASSOCIATION INC**

**TAX MAP NUMBER (TMS #) 000-00-00-000 / PIN NUMBER: ,**

**GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):**

FULL BUSINESS NAME

1. COVENANT TOWERS HOMEOWNERS ASSOCIATION INC

**GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):**

FULL BUSINESS NAME

1. COVENANT TOWERS HOMEOWNERS ASSOCIATION INC

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

AMENDMENT TO BYLAWS OF COVENANT TOWERS HOMEOWNERS ASSOCIATION,  
INC, SAID BYLAWS BEING RECORDED ON FEBRUARY 19, 1986 IN DEED BOOK 1027 AT  
PAGE 280, AT THE OFFICE OF THE REGISTER OF DEEDS IN HORRY COUNTY, SOUTH  
CAROLINA.

WHEREAS, Article X, of the Bylaws of the Covenant Towers Homeowners Association  
provides that the Bylaws can be amended by the affirmative vote of sixty-seven (67%) percent of the  
total votes of the members of the Association; and

WHEREAS, a vote was held on July 28, 2022 and more than sixty-seven (67%) percent of  
the total votes of the members of the Association voted in favor of the Amendment set forth below;

WHEREAS, the Amendment is hereby being certified by the President and the Secretary of  
the Association, for purposes of recording this Amendment with the Register of Deeds in Horry  
County, South Carolina.

NOW, THEREFORE, pursuant to the terms and conditions of the aforesaid Bylaws recorded  
on February 19, 1986, in Deed Book 1027 at Page 280, at the Office of the Register of Deeds, Horry  
County, South Carolina, and all subsequent amendments thereto, the Bylaws are amended as  
follows:

1. **The second sentence of Article IV, Section 1 is to be replaced with the following  
sentence:**

**“Directors must be members of the Association. ”**

GENERALLY, the Master Deed and By-Laws of the Covenant Towers Homeowners  
Association and all amendments thereto, are further amended in all particulars, generalities and  
references so as to reflect and include this Amendment to the Covenant Towers Homeowners  
Association.

IN WITNESS WHEREOF, the Covenant Towers Homeowners Association, Inc. by Nancy Reynolds as President and Verna Bussard as Secretary, hereby certify that the above transcribed amendment to the Master Deed was duly adopted by the affirmative vote of sixty-seven (67%) percent of the total votes of the members of the Association.

IN THE PRESENCE OF:

COVENANT TOWERS HOMEOWNERS  
ASSOCIATION, INC.

Stepha E. Sill

Witness #1

By: Nancy L. Reynolds

Its: President

Connie Gryn

Witness #2/Notary

Stepha E. Sill

Witness #1

Attest: Verna L. Bussard

Its: Secretary

Connie Gryn


Witness #2/Notary



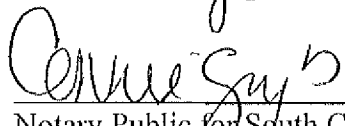
STATE OF SOUTH CAROLINA   )  
  )  
COUNTY OF HORRY                    )

PROBATE AS TO PRESIDENT

PERSONALLY appeared the undersigned witness and made oath that s(he) saw the within duly authorized officer of the Covenant Towers Homeowners Association, Inc. sign, seal, and as his/her act and deed deliver the within Amendment to Bylaws and that deponent, with the other witness subscribed above, witnessed the execution thereof. Furthermore, the witnesses hereto are not a party to or a beneficiary of the transaction, signed the record as a subscribing witness, and either witnessed the principal sign the record or witnessed the principal acknowledge the principal's signature on the record.

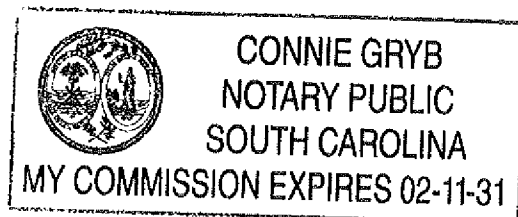
  
Witness # 1

SWORN to before me on this  
15 day of August 2022.



Notary Public for South Carolina

My Commission Expires: 2-11-31



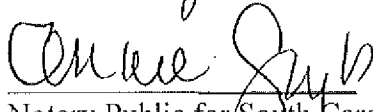
STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF HORRY                )

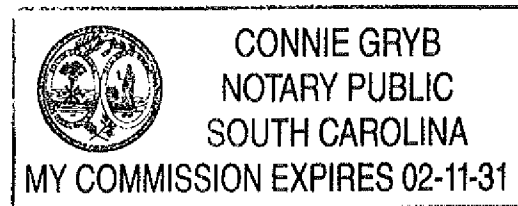
PROBATE AS TO SECRETARY

PERSONALLY appeared the undersigned witness and made oath that s(he) saw the within duly authorized officer of the Covenant Towers Homeowners Association, Inc. sign, seal, and as her act and deed deliver the within Amendment to Bylaws and that deponent, with the other witness subscribed above, witnessed the execution thereof. Furthermore, the witnesses hereto are not a party to or a beneficiary of the transaction, signed the record as a subscribing witness, and either witnessed the principal sign the record or witnessed the principal acknowledge the principal's signature on the record.

  
Witness # 1

SWORN to before me on this  
15 day of August, 2022.

  
Notary Public for South Carolina  
My Commission Expires: 2-11-31





**HORRY COUNTY REGISTER OF DEEDS  
TRANSMITTAL SHEET**

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.  
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY ,  
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Master Deed

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: Joye Nappier Risher & Hardin LLC

ADDRESS:

3575 Highway 17 Business

Murrells Inlet, SC 29576-6176

TELEPHONE: (843) 357-6454

FAX: (843) 357-6454

E-MAIL ADDRESS: closings@inletlaw.com

Related Document(s): book **1027 AT** , page **280**

**PURCHASE PRICE / MORTGAGE AMOUNT: \$ 0.00**

**BRIEF PROPERTY DESCRIPTION:** Covenant Towers HOA 5001 Little River Rd. Myrtle Beach SC 29577

**TAX MAP NUMBER (TMS #) / PIN NUMBER:** .

**GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):**

FULL BUSINESS NAME

1. COVENANT TOWERS HOMEOWNERS ASSOCIATION

**GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):**

FULL BUSINESS NAME

1. COVENANT TOWERS HOMEOWNERS ASSOCIATION